

AGENDA REQUEST

ITEM NO. VII-C
DATE: 08/02/11
REGULAR ()
PUBLIC HEARING (X)
LEG. ()
QUASI-JD (X)
CONSENT ()

TO: BOARD OF COUNTY COMMISSIONERS
SUBMITTED BY: Planning and Development Services
Planning Division
SUBJECT: Amendment of Development Agreement (DVA) 07-001, Incom Properties 31, Inc.
BACKGROUND: See attached memorandum.
FUNDS AVAILABLE: N/A
PREVIOUS ACTION: March 20, 2007 – Board approval of King's Center Industrial Warehouse Development Agreement (DVA) 07-001.
March 1, 2011 – Board first public hearing for revoking Development Agreement (DVA) 07-001.
April 5, 2011 – Board continued the second public hearing to August 2, 2011.
RECOMMENDATION: Board approval of First Amendment to Development Agreement (DVA) 07-001, reassigned to Grand Bank and Trust of Florida.

PRESENTED BY:
Linda Pendarvis
Planner

COMMISSION ACTION:

() APPROVED () DENIED
() OTHER

CONCURRENCE:

Faye W. Outlaw, MPA
County Administrator

Coordination/Signatures

County Attorney (X)

Daniel S. McIntyre

County Surveyor (X)

Ron Harris

County Engineer (X)

Michael Powley

ERD ()

Karen Smith

Originating Dept. (X)

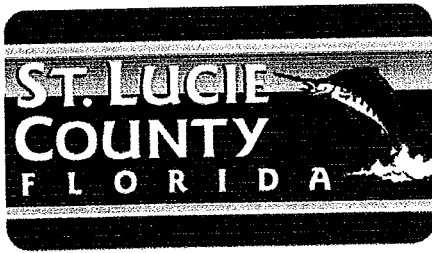
Mark Satterlee

OMB ()

Marie Gouin

Purchasing ()

Melissa Simberlund



Planning and Development Services Department Planning Division

MEMORANDUM

TO: Board of County Commissioners

THROUGH: Mark Satterlee, Director *[Signature]*
Kara Wood, Planning Manager *[Signature]*

FROM: Linda Pendarvis, Planner *[Signature]*

DATE: August 2, 2011

SUBJECT: First Amendment to Development Agreement (DVA) 07-001, Incom Properties 31, Inc.

ITEM NO. VII-C

Background:

On March 20, 2007, the Board of County Commissioners approved King's Center Major Site Plan under Resolution No. 07-019. As a condition of approval, a development agreement was entered into with Incom Properties 31, Inc. on March 20, 2007, and became effective May 13, 2007. Since the agreement became effective, the developer failed to comply with the terms of the agreement. Grand Bank and Trust of Florida foreclosed on the subject property on January 12, 2011 and is the current owner.

Pursuant to *Section 11.08.08 Periodic Review*, development agreements are subject to annual review commencing twelve months after the effective date. County staff made a preliminary finding that there has been a failure to comply with the terms of the development agreement. As such, the Planning and Development Services Department initiated the revocation process for the development agreement between Incom Properties 31, Inc. and St. Lucie County for King's Center Industrial Warehouse.

At the first public hearing for revoking Development Agreement (DVA) 07-001 the attorney for Grand Bank indicated that the bank was interested in continuing with the development. The Board approved to continue the second hearing with the understanding that the representatives for the bank would work with staff towards changes to the Development Agreement or complying with the conditions of approval of Development Agreement (DVA) 07-001 prior to August 2, 2011.

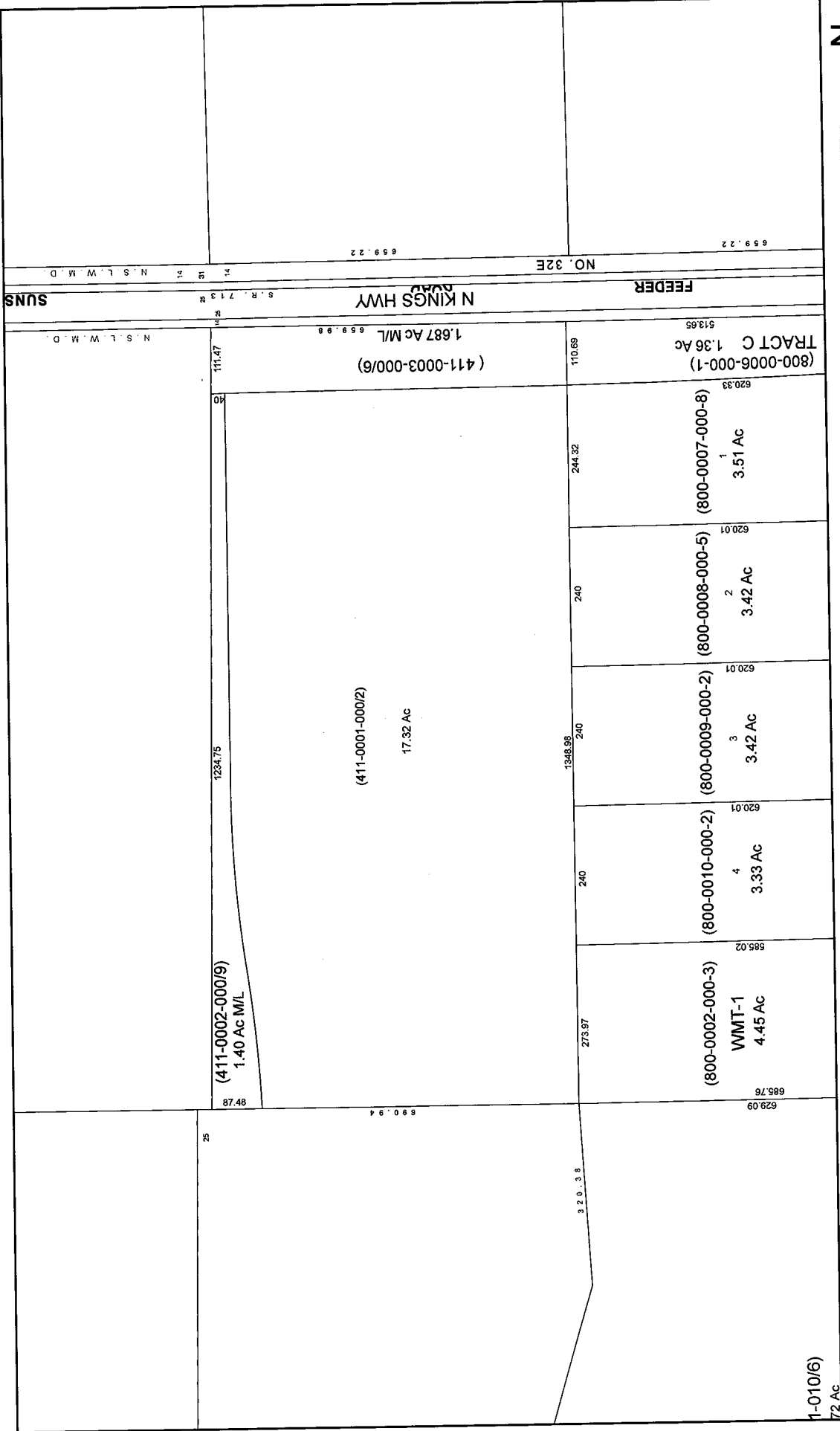
On behalf of Grand Bank and Trust of Florida, their representative, Mr. Peter Ingraldi, provided the First Amendment to Development Agreement (DVA) 07-001. This amendment will transfer the

Development Agreement from Incom Properties 31, Inc. to Grand Bank and Trust of Florida and will permit Grand Bank to proceed with the right of way donation to the County. The developer agrees to dedicate and convey to the Board 3.079 acre strip of land for right-of-way purposes for the future widening of Kings Highway and the Jenkins Road Area Plan Special District extension of Avenue Q.

Recommendation:

Board approval of the First Amendment to Development Agreement (DVA) 07-001, reassigned to Grand Bank and Trust of Florida.

DVA 07-001



Legend

☐ Subject property



Map prepared July 19, 2011

4. Except as amended herein, the remaining terms and conditions of Development Agreement #07-001 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Agreement by their duly authorized officials as of this ____ day of _____, 2011.

GRAND BANK & TRUST OF FLORIDA

BY: _____

Print Name: _____

Print Name: _____

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

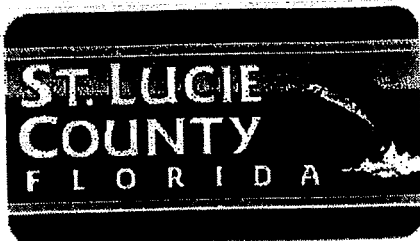
ATTEST:

BY: _____
Chairman

Deputy Clerk

APPROVED AS TO FORM AND
CORRECTNESS

County Attorney



AGENDA REQUEST

ITEM NO.

VII-C

DATE:

04/05/11

REGULAR

()

PUBLIC HEARING

(X)

LEG.

()

QUASI-JD

(X)

CONSENT

()

TO:

BOARD OF COUNTY COMMISSIONERS

SUBMITTED BY:

Planning and Development Services
Planning Division

PRESENTED BY:

Linda Pendarvis
Planner

SUBJECT:

Development Agreement (DVA) 07-001 Revocation, Incom Properties 31, Inc.

BACKGROUND:

See attached memorandum.

FUNDS AVAILABLE:

N/A

PREVIOUS ACTION:

March 20, 2007 – Board approval of DVA 07-001 and King's Center Industrial Warehouse Development Agreement.
March 1, 2011 – Board authorized the second public hearing to be scheduled on April 5, 2011.

RECOMMENDATION:

Board adoption of Resolution No. 11-005 revoking Development Agreement (DVA) 07-001.

COMMISSION ACTION:

CONCURRENCE:

() APPROVED () DENIED
() OTHER

Faye W. Outlaw, MPA
County Administrator

Coordination/Signatures

County Attorney (X)

Daniel S. McIntyre

County Surveyor (X)

Ron Harris

County Engineer (X)

Michael Powley

ERD ()

Karen Smith

Originating Dept. (X)

Mark Satterlee

OMB ()

Marie Gouin

Purchasing ()

Melissa Simberlund

Hearing Date
April 5, 2011

**Incom Properties 31, Inc. ♦
Development Agreement
(DVA) 07-001 Revocation**

AGENDA ITEM No. VII-C

Applicant

Board of County Commissioners
2300 Virginia Avenue
Fort Pierce, FL 34982

Property Owner

Mr. Peter Ingraldi
Incom Properties KCCP, Inc.
855 S. Kings Highway
Fort Pierce, FL 34945

File Number

BCC120091958

Future Land Use

IND (Industrial)

Zoning

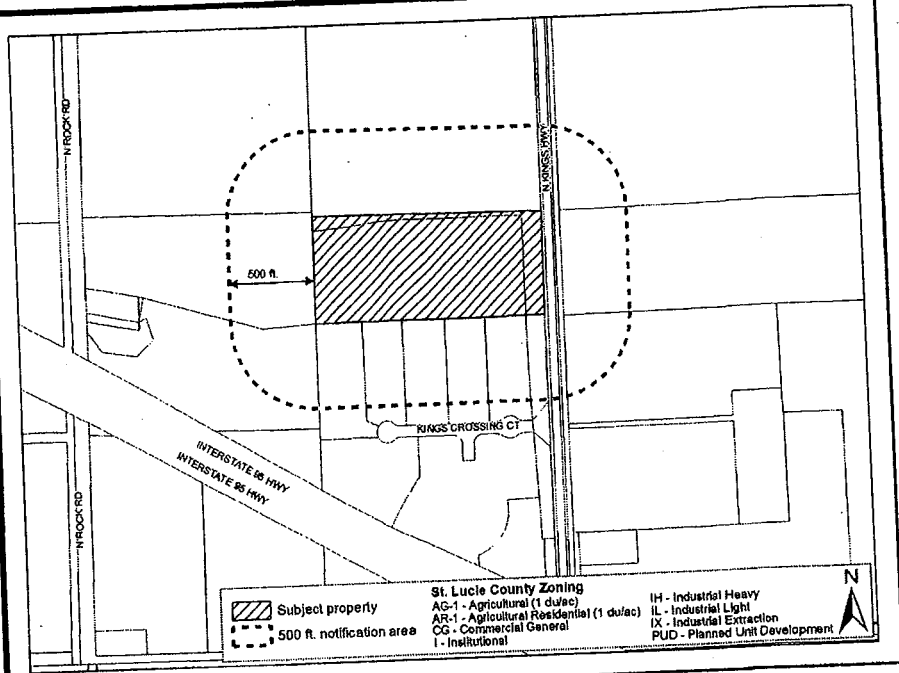
IL (Industrial, Light)

Staff Recommendation

Board adoption of Resolution No.
11-005 revoking Development
Agreement (DAV) 07-001

Project Coordinator

Linda Pendarvis, Planner
772.462.1562
pendarvisl@stlucieco.org



Project Location: Kings Highway between Orange Avenue and St. Lucie Blvd.

Project Description

Second public hearing to consider revocation of a development agreement between Incom Properties 31, Inc. and St. Lucie County for the project known as King's Center Industrial Warehouse.

To revoke the approved agreement, the Board of County Commissioners must conduct two public hearings at which the developer may demonstrate good faith compliance with the terms of the agreement.

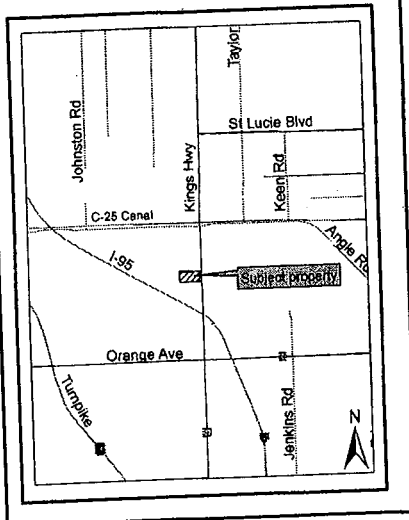
Notice Requirements

- A notice of public hearing was sent to adjacent property owners within 500 feet at least 15 days prior to the first public hearing March 1, 2011.
- An ad was published in the St. Lucie News Tribune at least 7 days prior to this public hearing.

Further details are found in the attached staff report.

Background

On March 20, 2007, the Board of County Commissioners approved King's Center Major Site Plan under Resolution No. 07-019. As a condition of approval, Development Agreement (DVA) 07-001 was also provided a ten-year term with an effective date of May 13, 2007. County staff has made a preliminary finding that there has been a failure to comply with the terms of the development agreement.





**Planning and Development
Services Department
Planning Division**

MEMORANDUM

TO: Board of County Commissioners

THROUGH: Mark Satterlee, Director
Kara Wood, Planning Manager *[Signature]*

FROM: Linda Pendarvis, Planner

DATE: April 5, 2011

SUBJECT: Development Agreement (DVA) 07-001 Revocation, Incom Properties KCCP, Inc.

ITEM NO. VII-C

Background:

On March 20, 2007, the Board of County Commissioners approved King's Center Major Site Plan under Resolution No. 07-019. As a condition of approval, a development agreement was entered into with Incom Properties 31, Inc. on March 20, 2007, and became effective May 13, 2007. Attached to this memorandum is a timeline indicating repeated staff attempts to contact the developer to discuss the status of the Development Agreement. In the two years since the agreement became effective, the developer has yet to implement required actions in the agreement. Staff is recommending revocation of Development Agreement (DVA) 07-001.

Pursuant to Section 11.08.08(D) of the Land Development Code requirement for the revocation of a Development Agreement shall have two public hearings before the Board of County Commissioners. This is the second required public hearing for the revocation of Development Agreement (DVA) 07-001. At the first public hearing on March 1, 2011; the attorney for Grand Bank and Trust of Florida indicated that the bank was interested in continuing with the development. The bank foreclosed on the property on January 12, 2011 and is the current owner. The Board approved to schedule the second hearing on April 5, 2011 with the understanding that the representatives for the bank would work with staff to show progress towards changes to the Development Agreement or complying with the conditions of approval of Development Agreement (DVA) 07-001 prior to the second public hearing.

On behalf of Grand Bank and Trust of Florida, Mr. Peter Ingraldi, the former owner of the subject property contacted staff requesting a meeting to discuss negotiations. However, staff requested that a draft development agreement be presented at the meeting providing substantial evidence of the request to move forward with the King's Center Industrial Warehouse project prior to scheduling

a meeting to continue negotiations. As of March 23, 2011, no further contact has been made by the representatives for Grand Bank and Trust of Florida.

Recommendation:

Board adoption of Resolution No. 11-005 revoking Development Agreement (DVA) 07-001.

King's Center Major Site Plan/Development Agreement:

TIME LINE

DATE:	ACTION:
3/20/2007	King's Center Resolution No. 07-0179 approved Major Site Plan
3/20/2007	Developers Agreement DVA 07-001 for Kings Center
5/13/2007	Effective Date of the Kings Center Developers Agreement
6/20/2007	Right-of-Way dedication of 3.079 acres was due within 90 days of the date of the agreement.
9/20/2007	Certificate of Capacity shall expire if the items identified in paragraphs 2,3,and 4 have not been completed within the 180 days from the adoption of Resolution No. 07-019. - not satisfied.
5/13/2008	King's Center DVA 07-001 First Annual Review Due (12 months from effective date)
10/10/2008	Staff met with the applicant to discuss Site Plans that were about to expire and the noncompliance of the Development Agreement - developer wanted to propose changes to agreement.
11/10/2008	County provided written confirmation of the Effective Date of King's Center of the Developer's Agreement No. 07-001.
12/1/2008	Received a letter requesting Site Plan Extensions
12/4/2008	Informed the applicant that there was a \$1,500.00 fee for an extension request and an application is required.
1/15/2009	Received application and fee for extension request
3/20/2009	King's Center Site Plan Resolution No. 07-019 Expired
4/2/2009	Letter mailed to Mr. Ingraldi ref: King's Center outstanding terms of Development Agreement No. 07-001.
5/1/2009	Mr. Ingraldi met with Commissioner Craft and Mark Satterleee.
5/4/2009	Mr. Ingraldi sent e-mail to recap meeting of 5/1/09 with Commissioner Craft
5/13/2009	King's Center DVA 07-001 Second Annual Review Due
8/5/2009	Sent e-mail to Mr. Ingraldi requesting status update - no response
8/24/2009	Sent e-mail to Mr. Ingraldi requesting written confirmation from the developer of status - no response

9/10/2009	Phone conversation and e-mail with Mr. Ingraldi requesting clarification of the status of the projects and Development Agreements.
9/13/2009	E-mail from Mr. Ingraldi requesting a meeting and indicating that Incom Properties would be available.
9/22/2009	Staff scheduled a tentative meeting with Mr. Ingraldi, Mr. Ingraldi did not accept the meeting.
9/29/2009	E-mail from Incom Properties, sent to staff indicating a previous meeting was scheduled with Commissioner Grande and Commissioner Craft and Mr. Ingraldi would contact us "when it is appropriate to have the meeting" with staff.
1/8/2010	Letter sent to Commissioner Craft, Commissioner Grande, and Commissioner Coward outlining discussion with the Commissioners at individual meetings and the need to submit a detail letter requesting proposed changes of the DVA's to the County Attorney.
2/18/2010	E-mail sent to Mr. Ingraldi stating that we understood there was a meeting with the Commissioners and it was the consensus that there was a need to revise the DVA and that Mr. Ingraldi was going to initiate the proposed changes. Staff did not hear from Mr. Ingraldi and if he would contact us to schedule a meeting to discuss proposed changes.
2/22/2010	E-mail received from Gabrielle Germony who provided a current e-mail address for Mr. Ingraldi.
2/24/2010	Letter sent to Mr. Ingraldi from County Attorney requesting the submittal of the proposed changes to the development agreement.
3/18/2010	E-mail sent to Mr. Ingraldi requesting update on status of DVA changes and suggesting a meeting be scheduled.
3/29/2010	Letter sent to Mr. Ingraldi from County Attorney second request for the submittal of the proposed changes to the development agreement.
4/14/2010	E-mail received from Gabrielle Germony stated "We are diligently working on finalizing the proposed changes. Once we have completed the proposed changes we look forward to scheduling a meeting."
8/11/2010	Sent certified letter notifying Mr. Ingraldi of the failure to meet the terms of the agreement and the County initiating the revocation of the Development Agreement.
10/12/2010	Request BOCC permission to advertise for revocation of the Development Agreement
3/1/2011	First Public Hearing for the Revocation of Development Agreement (DVA) 07-001
5/13/2017	Termination of King's Center Developer's Agreement

Linda Pendarvis

From:
Sent:
To:
Cc:
Subject:

Linda Pendarvis
Wednesday, March 16, 2011 3:02 PM
'Peter F Ingraldi'
Mark Satterlee; Daniel McIntyre; Kara Wood
RE: Incom Properties DVA 07-001

Mr. Ingraldi,
Although you indicated that you would be happy to meet with me to discuss the proposal that the bank has in mind, I spoke to the Director and what the County would like to see at a meeting before April 5th is a substantial proposal of how the Bank would like to move forward with the King's Center Warehouse project and a draft agreement. It has been several years of negotiations so a meeting to discuss a draft is not moving forward with the project it is just prolonging the negotiations. If the Bank is prepared to provide us at a meeting a draft agreement I am directed to set up the meeting with the County Attorney and the Director. Please let me know if that is durable and if so I will have the Director's assistant set up a meeting although it may not be feasible for everyone's schedule for tomorrow but the sooner you can advise us of the status the sooner we can get this meeting on everyone's calendar, prior to April 5th public hearing. Thank you for your assistance with this matter.

Linda


From: Peter F Ingraldi [<mailto:peter@tencorp.net>]
Sent: Wednesday, March 16, 2011 12:53 PM
To: Linda Pendarvis
Cc: Mark Satterlee; Daniel McIntyre; Kara Wood
Subject: RE: Incom Properties DVA 07-001

Linda,
Good to talk to you yesterday.
As discussed the Bank would like to move forward and start negotiations immediately so we can have draft of our discussed prepared for the April 5th BOCC.

I wanted to confirm our meeting tomorrow of its time and which office.
Please let me know so I can meet everyone timely.

Thank you for your help as always.

Respectfully,

Peter F. Ingraldi

PETER F. INGRALDI
CELL 954 275-9650
PETER@TENCORP.NET

CONFIDENTIALITY NOTICE: This Electronic Mail (e-mail) contains confidential and privileged information intended only for the use of the individual or entity to which it is sent. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivery to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is STRICTLY PROHIBITED. If you have received this communication in error, please immediately notify the sender by reply e-mail or telephone.

From: Linda Pendarvis [<mailto:pendarvis@stlucieco.org>]
Sent: Tuesday, March 15, 2011 4:02 PM

To: Peter F. Ingraldi
Cc: Mark Satterlee; Daniel McIntyre; Kara Wood
Subject: Incom Properties DVA 07-001

Mr. Ingraldi

It has been two weeks since the first public hearing for the Board's consideration revoking Development Agreement 07-001. We have not heard from you or Mr. Glickman, the attorney for Grand Trust of Florida Bank. Mr. Satterlee request that a meeting be scheduled prior to the April 5, second public hearing. It was our understanding from Mr. Glickman's public comment that the bank wanted to move forward with the King's Center Warehouse project. If this is correct please contact us to set up a meeting and bring a draft development agreement prior to the second public hearing.

Thank you.

Linda

Linda Pendarvis, Planner
Planning Division
Planning & Development Services
St. Lucie County
2300 Virginia Avenue
Fort Pierce, FL 34982
772-462-1562
pendarvisl@stlucieco.org

Please Note: Florida has very broad public records laws. Most written communications to or from County officials regarding County business are public records available to the public and media upon request. It is the policy of St. Lucie County that all County records shall be open for personal inspection, examination and / or copying. Your e-mail communications will be subject to public disclosure unless an exemption applies to the communication. If you received this email in error, please notify the sender by reply e-mail and delete all materials from all computers.

ST. LUCIE COUNTY BOARD OF COUNTY COMMISSIONERS PUBLIC HEARING AGENDA April 5, 2011

SECOND PUBLIC HEARING NOTICE OF DEVELOPMENT AGREEMENT REVOCATION

The St. Lucie County Board of County Commissioners proposes to consider the adoption of the following, by resolution:

RESOLUTION NO. 11-005
A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. LUCIE COUNTY, FLORIDA, REVOKING A DEVELOPMENT AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF ST. LUCIE COUNTY, FLORIDA, AND INCOM PROPERTIES 31, INC., DVA 07-001

The land subject to this Agreement is King's Center, consisting of five industrial warehouse buildings, the maximum height of which is 50 feet. As adopted, the maximum term of this agreement is 10 years from the effective date of May 13, 2007.

APPLICANT: Board of County Commissioners

FILE NUMBER: BCC-120091958

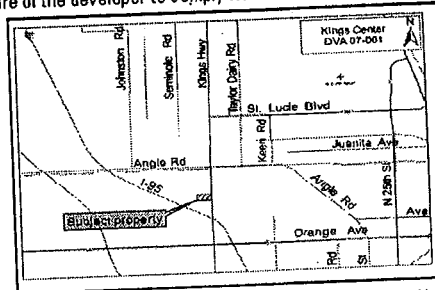
LEGAL DESCRIPTION:

SECTION 2, TOWNSHIP 35 SOUTH, RANGE 39 EAST, NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, LESS EAST 39 FEET FOR ROAD AND CANAL RIGHTS-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 222, PAGE 1569, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA

(Property Tax ID#: 2302-411-0001-000/2, 2302-411-0003-000/6 & 2302-411-0002-000/9)

LOCATION: King's Center Industrial Warehouse is located on the west side of Kings Highway, approximately 1/2 mile north of Orange Avenue.

Purpose: The revocation of Development Agreement DVA 07-001 between Incom Properties and the Board of County Commissioners of St. Lucie County due to the alleged failure of the developer to comply with the terms of the Agreement.



The PUBLIC HEARING on this item will be held in the Commission Chambers, Roger Poitras Annex, 3rd Floor, St. Lucie County Administration Building, 2300 Virginia Avenue, Fort Pierce, Florida on Tuesday, April 5, 2011, beginning at 6:00 p.m. or as soon thereafter as possible.

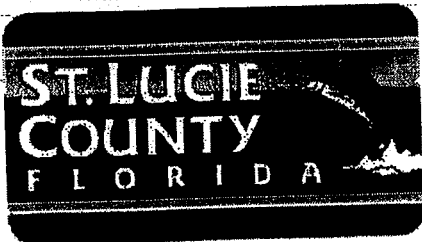
All interested persons will be given an opportunity to be heard. Written comments received in advance of the public hearing will also be considered. Written comments to the Board of County Commissioners should be received by the Planning and Development Services Department - Planning Division at least 3 days prior to the scheduled hearing. The petition file is available for review at the Planning and Development Services Department offices located at 2300 Virginia Avenue, 2nd Floor, Fort Pierce, Florida, during regular business hours. Please call 772/462-2822 or TDD 772/462-1428 if you have any questions or require additional information.

The St. Lucie County Board of County Commissioners has the power to review and grant any applications within their area of responsibility.

The proceedings of the Board of County Commissioners are electronically recorded. **PURSUANT TO Section 286.0105, Florida Statutes**, if a person decides to appeal any decision made by the Board of County Commissioners with respect to any matter considered at a meeting or hearing, he or she will need a record of the proceedings. For such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Upon the request of any party to the proceeding, individuals testifying during a hearing will be sworn in. Any party to the proceeding will be granted an opportunity to cross-examine any individual testifying during a hearing upon request. If it becomes necessary, a public hearing may be continued from time to time as may be necessary to a date-certain.

Anyone with a disability requiring accommodation to attend this meeting should contact the St. Lucie County Risk Manager at least forty-eight (48) hours prior to the meeting at (772)462-1546 or T.D.D. (772)462-1428. Any questions about this agenda may be referred to St. Lucie County Planning Division at (772) 462-2822.

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA
/S/ CHRIS CRAFT, CHAIRMAN
PUBLISH DATE: 03/25/2011



AGENDA REQUEST

ITEM NO.

VII-G

DATE:

03/01/11

REGULAR

()

PUBLIC HEARING

(X)

LEG.

()

QUASI-JD

(X)

CONSENT

()

TO:

BOARD OF COUNTY COMMISSIONERS

PRESENTED BY:

Linda Pendarvis
Planner

SUBMITTED BY:

Planning and Development Services
Planning Division

SUBJECT:

Development Agreement (DVA) 07-001 Revocation, Incom Properties 31, Inc.

BACKGROUND:

See attached memorandum.

FUNDS AVAILABLE:

N/A

PREVIOUS ACTION:

March 20, 2007 - Board approval of King's Center Industrial Warehouse Development Agreement.

RECOMMENDATION:

Board authorization to schedule the second public hearing for Tuesday, April 5, 2011 at 6:00 pm or as soon thereafter as may be heard.

COMMISSION ACTION:

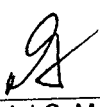
() APPROVED () DENIED
() OTHER

CONCURRENCE:

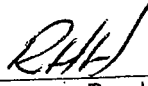
Faye W. Outlaw, MPA
County Administrator

Coordination/Signatures

County Attorney (X)


Daniel S. McIntyre

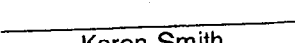
County Surveyor (X)


Ron Harris

County Engineer (X)


Michael Powley

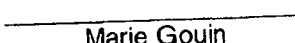
ERD ()


Karen Smith

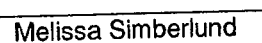
Originating Dept. (X)


Mark Satterlee

OMB ()


Marie Gouin

Purchasing ()


Melissa Simberlund

Hearing Date
March 1, 2011

**Incom Properties 31, Inc. ♦
Development Agreement
(DVA) 07-001 Revocation**

AGENDA ITEM No. VII-G

Applicant

Board of County Commissioners
2300 Virginia Avenue
Fort Pierce, FL 34982

Property Owner

Mr. Peter Ingraldi
Incom Properties KCCP, Inc.
855 S. Kings Highway
Fort Pierce, FL 34945

File Number

BCC120091958

Future Land Use

IND (Industrial)

Zoning

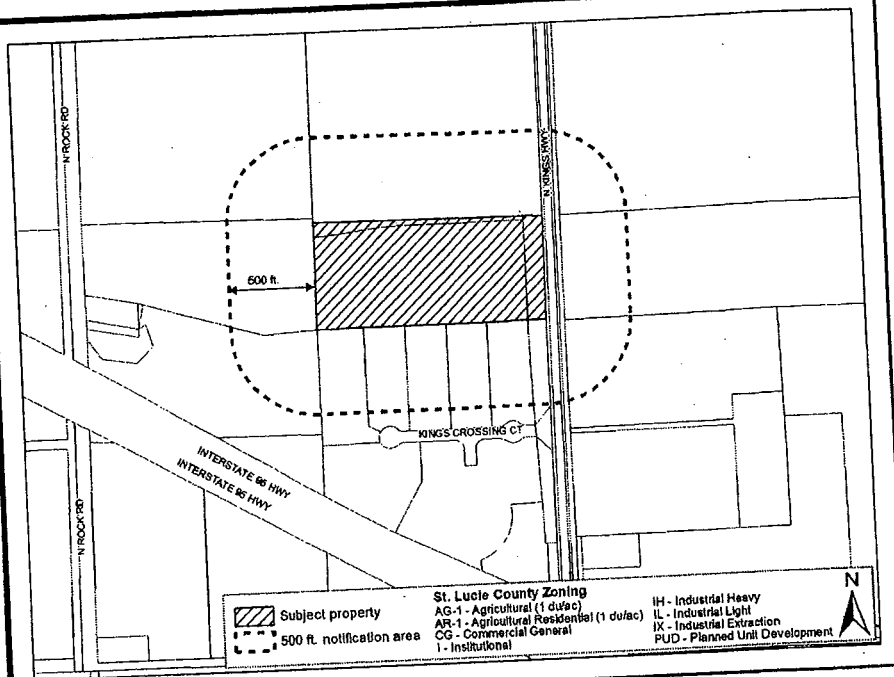
IL (Industrial, Light)

Staff Recommendation

Board authorization to schedule the second public hearing for Tuesday, April 5, 2011 at 6:00 pm or as soon thereafter as may be heard.

Project Coordinator

Linda Pendarvis, Planner
772.462.1562
pendarvisl@stlucieco.org



Project Location: Kings Highway between Orange Avenue and St. Lucie Blvd.

Project Description

Consider revocation of a development agreement between Incom Properties 31, Inc. and St. Lucie County for the project known as King's Center Industrial Warehouse.

To revoke the approved agreement, the Board of County Commissioners must conduct two public hearings at which the developer may demonstrate good faith compliance with the terms of the agreement.

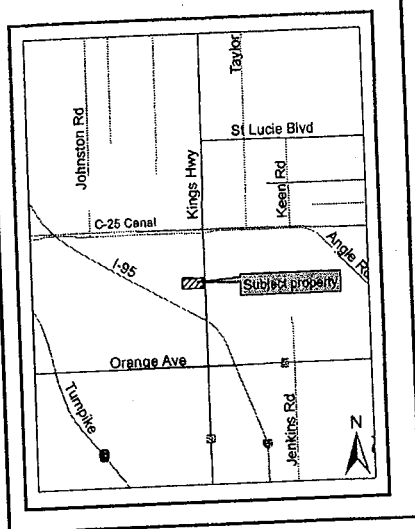
Background

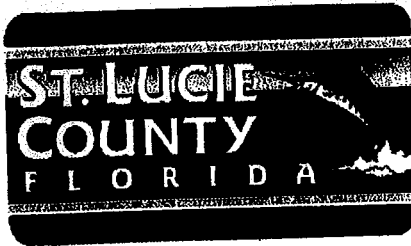
On March 20, 2007, the Board of County Commissioners approved King's Center Major Site Plan under Resolution No. 07-019. As a condition of approval, Development Agreement (DVA) 07-001 was also provided a ten-year term with an effective date of May 13, 2007. County staff has made a preliminary finding that there has been a failure to comply with the terms of the development agreement.

Notice Requirements

- A notice of public hearing was sent to adjacent property owners within 500 feet at least 15 days prior to this public hearing.
- An ad was published in the St. Lucie News Tribune at least 7 days prior to this public hearing.

Further details are found in the attached staff report.






**Planning and Development
Services Department
Planning Division**

MEMORANDUM

TO: Board of County Commissioners

THROUGH: Mark Satterlee, Director 
Kara Wood, Planning Manager

FROM: Linda Pendarvis, Planner

DATE: March 1, 2011

SUBJECT: Development Agreement Revocation, Incom Properties KCCP, Inc.

ITEM NO. VII-G

Background:

On March 20, 2007, the Board of County Commissioners approved King's Center Major Site Plan under Resolution No. 07-019. As a condition of approval, a development agreement was entered into with Incom Properties 31, Inc. on March 20, 2007, and became effective May 13, 2007.

In the last three years since the agreement became effective, the developer has yet to implement required actions in the agreement. Over the past two years, the developer has repeatedly indicated a desire to amend the agreement but has yet to take any action towards working with staff to do so. As such, the Planning and Development Services Department is recommending revocation of the agreement because the developer has 1) failed to convey road right-of-way to the County and 2) failed to pay fees required for mitigated project impacts to the roadways.

Further, it appears that the developer may not be in a position to implement the agreement as research shows the property is in foreclosure and property taxes have not been paid on the subject property.

Pursuant to Section 11.08.08 Periodic Review, development agreements are subject to annual review commencing twelve months after the effective date. Development Agreement 07-001 provided a ten-year term with an effective date of May 13, 2007. Staff did not initiate review of the agreement under Section 11.08.08 as the developer, Mr. Ingraldi, repeatedly indicated that he wished to revisit components of the agreements. Planning and Development Services staff made

approximately a dozen or more attempts within the last two years to contact Mr. Ingraldi to offer assistance and to discuss proposed amendments to the development agreement. No meetings or substantive discussions have ever resulted from any of staff's repeated attempts to work with Mr. Ingraldi.

As a final effort, the Planning Division sent a certified letter to Mr. Peter Ingraldi notifying him of the noncompliant status of the development agreement between Incom Properties 31, Inc. and St. Lucie County. The attached August 11, 2010 letter provided a 30-day time frame for Mr. Ingraldi to contact the Planning Division and either come into compliance or initiate the revisions he has repeatedly requested.

Staff's latest contact with Mr. Peter Ingraldi was on February 3, 2011 regarding the revocation of the development agreement; he indicated that the County's action due to the noncompliance of the agreement was expected. Staff is recommending revocation of Development Agreement 07-001.

Recommendation:

Board authorization to schedule the second public hearing for Tuesday, April 5, 2011 at 6:00 pm or as soon thereafter as may be heard.

RESOLUTION NO. 11-005

File No. BCC 120091958

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. LUCIE COUNTY, FLORIDA, REVOKING A DEVELOPMENT AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF ST. LUCIE COUNTY, FLORIDA, AND INCOM PROPERTIES 31, INC., DVA 07-001

WHEREAS, the Board of County Commissioners of St. Lucie County, Florida, based on the testimony and evidence, including but not limited to the staff report, has made the following determinations:

1. On March 20, 2007, this adopted Resolution No. 07-019 Board granting approval for a major site plan for the project known as King's Center Industrial Warehouses.
2. On March 20, 2007, this Board entered into a development agreement with Incom Properties 31, Inc. after determining that the improvements to the intersection of Kings Highway and Orange Avenue were needed in order to maintain concurrency management requirements for the industrial warehouse project proposed on the property by the Developer.
3. On March 1, 2011 the Board held the first public hearing on the revocation of this Agreement, after publishing notice approximately seven days prior to the first hearing. Notice of intent to consider the revocation of this agreement was mailed at least 15 days prior to the first hearing to all property owners lying within 500 feet of the property.
4. On April 5, 2011 the Board held the second public hearing on the revocation of this Agreement after publishing notice approximately seven days prior to the second public hearing. In accordance with Section 11.08.02 the day, time and place of the second public hearing was announced at the first public hearing and no further notice was required to be mailed to the adjacent property owners.
5. Incom Properties 31, Inc. has failed to comply with the terms of the March 20, 2007 Development Agreement (07-001) as follows:
 - a. failed to convey road right-of-way to the County and
 - b. failed to pay fees required for mitigated project impacts to the roadways.
6. The proposed revocation of the March 20, 2007 Development Agreement (07-001) is consistent with the standards of the St. Lucie County Land Development Code and the Code of Ordinances of St. Lucie County and is in the best interest of the health, safety, and welfare of the citizens of St. Lucie County, Florida.

1
2 **NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of St.
3 Lucie County, Florida:

- 4
5 A. Pursuant to Section 11.08.08 of the St. Lucie County Land Development Code, the
6 Board of County Commissioners determined based on substantial competent
7 evidence that Incom Properties 31, Inc. failed to comply with the terms of the March
8 20, 2007 Development Agreement. The March 20, 2007 Development Agreement
9 (07-001) is hereby revoked for the property described below,

10
11 LEGAL DESCRIPTION:

12 SECTION 2, TOWNSHIP 35 SOUTH, RANGE 39 EAST, NORTH ¼ OF THE NORTHEAST ¼ OF
13 THE SOUTHEAST ¼, LESS EAST 39 FEET FOR ROAD AND CANAL RIGHTS-OF-WAY AS
14 RECORDED IN OFFICIAL RECORDS BOOK 222, PAGE 1569, OF THE PUBLIC RECORDS OF ST.
15 LUCIE, COUNTY, FLORIDA
16

17 (Property Tax ID#: 2302-411-0001-000/2, 2302-411-0003-000/6 & 2302-411-0002-000/9)

- 18
19 B. Notification of the Board of County Commissioners' decision shall be mailed to all
20 parties, and the decision shall be filed with the Planning and Development Services
21 Department in accordance with Section 11.08.04 of the Land Development Code.
22
23 C. Within 14 days after the Board's determination to revoke the Development
24 Agreement (07-001), the Clerk to the Board shall record this resolution in the Public
25 Records of St. Lucie County. A copy of the recorded resolution shall be submitted
26 to the Department of Community Affairs within 14 days after the decision by the
27 Board.
28
29

1
2 After a motion and second, the vote on this resolution was as follows:

3 Chris Craft, Chairman XXX
4
5 Chris Dzadovsky, Vice Chairman XXX
6
7 Tod Mowery, Commissioner XXX
8
9 Paula A. Lewis, Commissioner XXX
10
11 Frannie Hutchinson, Commissioner XXX
12
13

14 **PASSED AND DULY ADOPTED** this 5th day of April, 2011
15

16
17 BOARD OF COUNTY COMMISSIONERS
18 ST. LUCIE COUNTY, FLORIDA
19
20

21
22 BY _____
23 Chairman
24
25

26
27
28 ATTEST:

29 APPROVED AS TO FORM AND
30 CORRECTNESS:
31
32

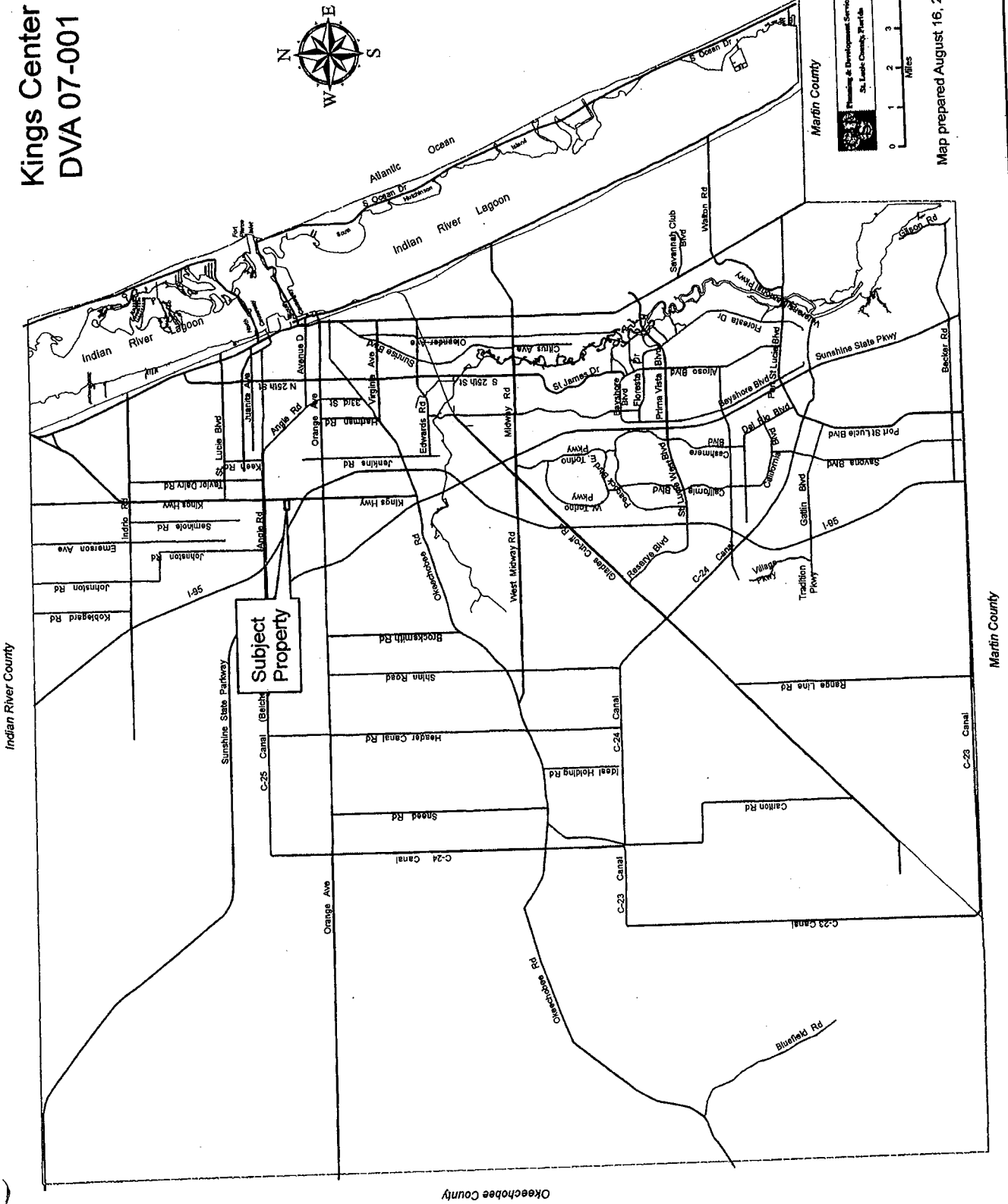
33 _____
34 Deputy Clerk
35

County Attorney

Exhibit A

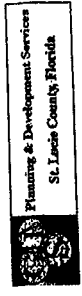
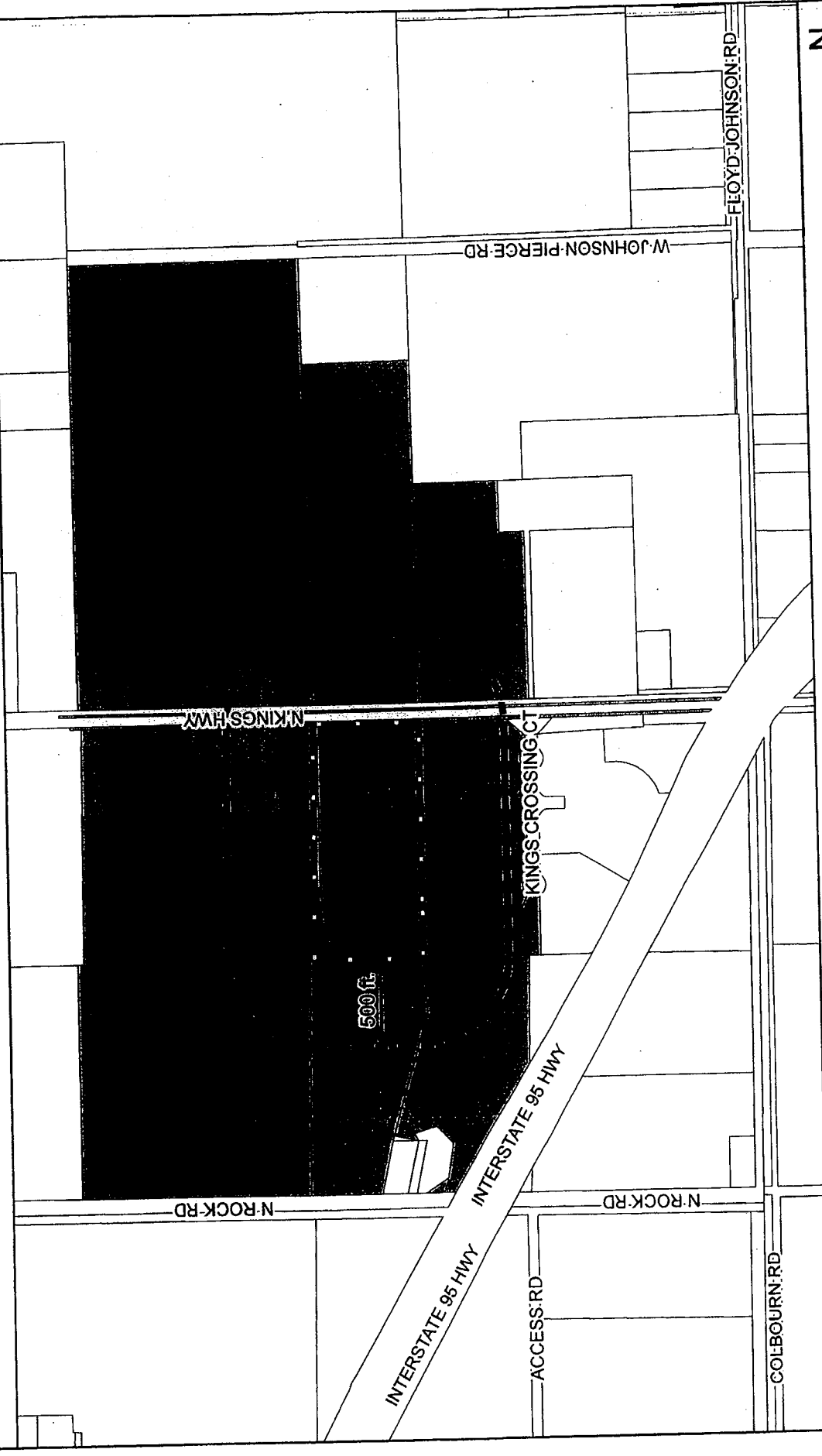


Kings Center DVA 07-001






Map prepared August 16, 2010

DVA 07-001
Kings Center



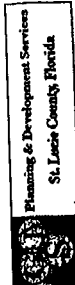
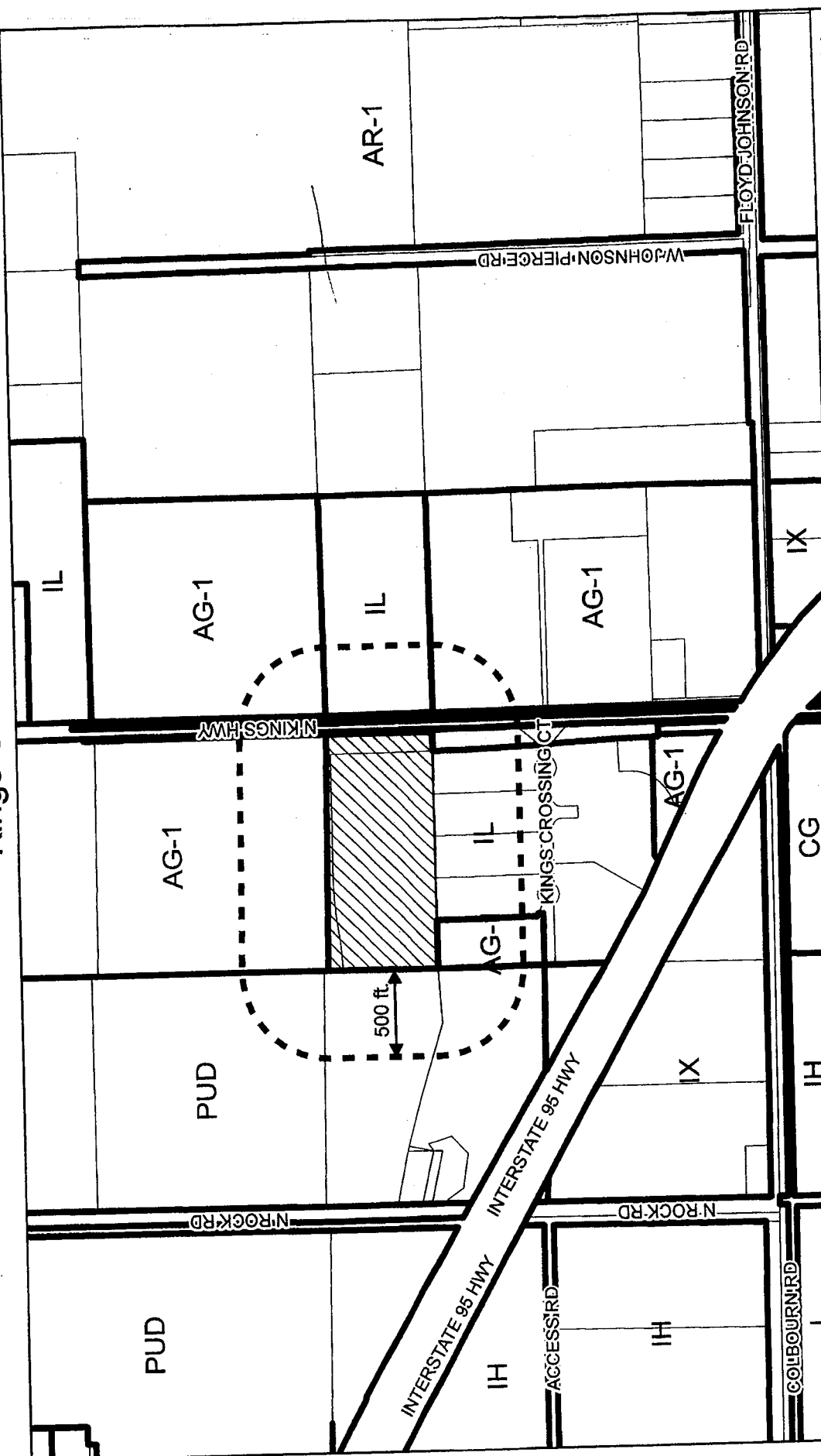
Map prepared August 16, 2010

-  Subject property
-  500 ft. notification area
-  Parcels within notification area

Zoning

DVA 07-001

Kings Center



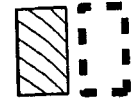
Map prepared August 16, 2010

IH - Industrial Heavy
IL - Industrial Light
IX - Industrial Extraction
PUD - Planned Unit Development

AG-1 - Agricultural (1 du/ac)
AR-1 - Agricultural Residential (1 du/ac)
CG - Commercial General
I - Institutional

Subject property

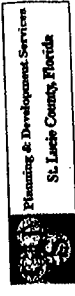
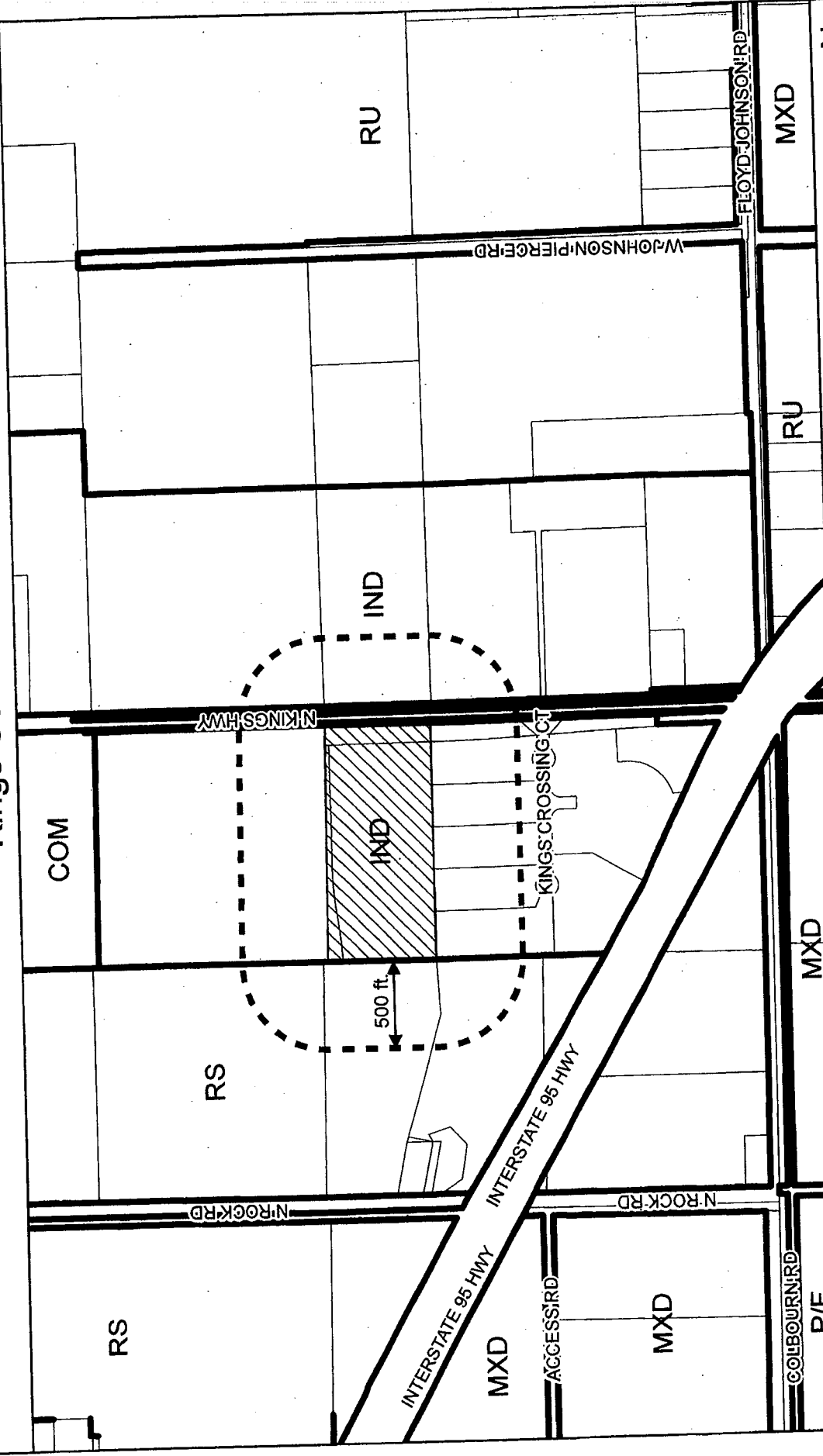
500 ft. notification area



Future Land Use

DVA 07-001

Kings Center



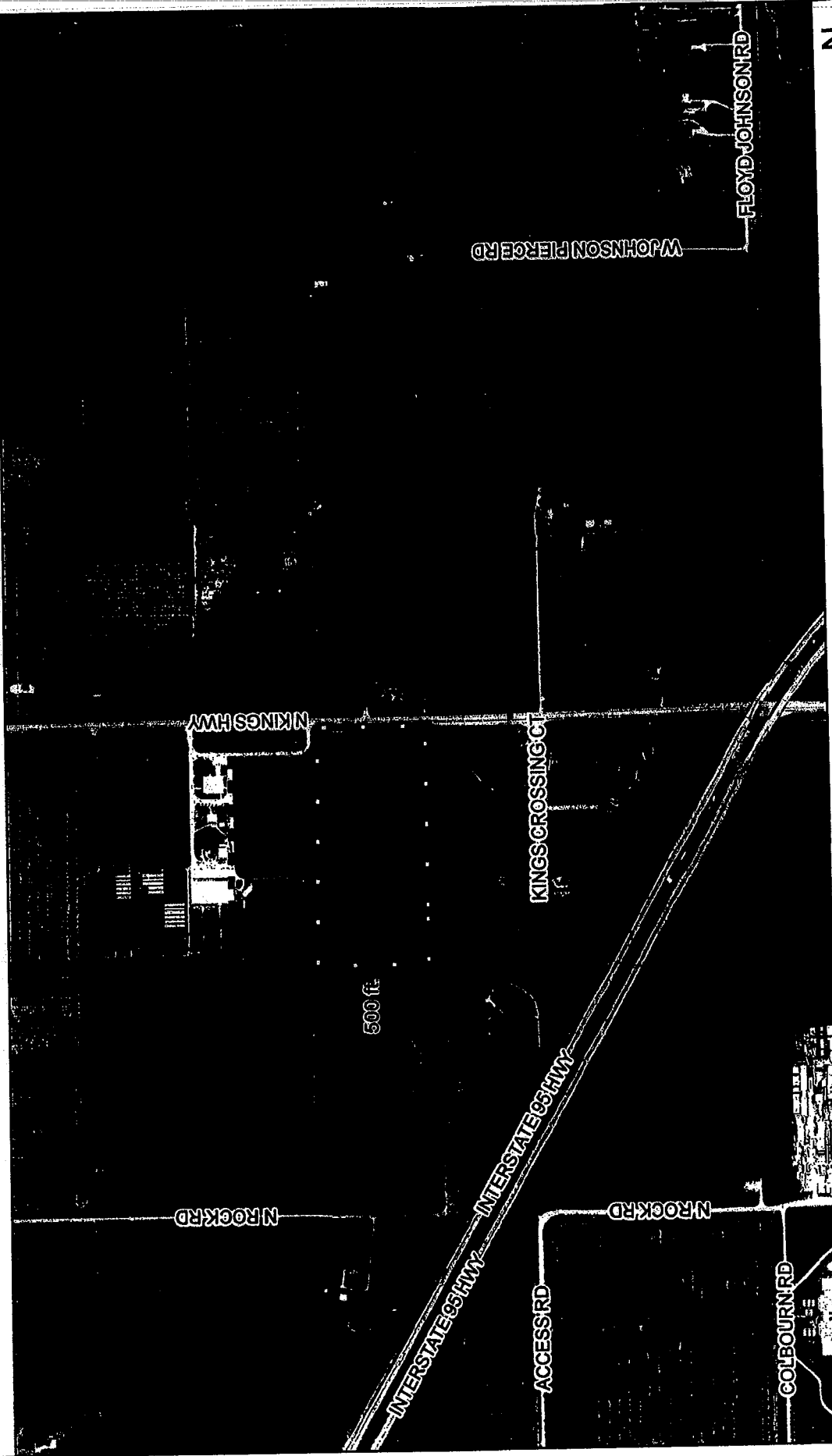
Map prepared August 16, 2010

P/F - Public Facilities
RS - Residential Suburban (2 du/ac)
RU - Residential Urban (5 du/ac)

COM - Commercial
IND - Industrial
MXD - Mixed Use Development



Subject property
500 ft. notification area

DVA 07-001
Kings Center



Planning & Development Services
St. Lucie County, Florida

Map prepared August 16, 2010

 Subject property
 500 ft. notification area

11.08.00. DEVELOPMENT AGREEMENTS**11.08.01. Statement of Intent.**

It is the intent of this Section to set forth the procedures and requirements necessary for St. Lucie County to consider and enter into Development Agreements. It is the further intent of this Section to encourage a strong commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development concurrent with the impacts of development, encourage the efficient use of resources, and reduce the economic cost of development.

11.08.02. Procedure for Review of a Development Agreement.

A. *Submission of Application.* An application for a Development Agreement and a proposed Development Agreement shall be submitted to the County Administrator or his/her designee only by a Qualified Applicant, in conjunction with or separate from any other application for Development Permit, on a form provided by the County and made available to the public. The application shall be accompanied by a non-refundable fee established by the Board of County Commissioners in accordance with Section 11.12.00. The fee shall be non-refundable.

B. *Determination of Completeness.* Within fifteen (15) working days of the submission of the application and the proposed Development Agreement, the County Administrator or his/her designee shall determine whether the application is complete and includes the data necessary to evaluate the application. If it is determined that the application is not complete, written notice shall be served on the applicant specifying the deficiencies. The County Administrator shall take no further action on the application unless the deficiencies are remedied.

C. *Review and Recommendations of County Departments.* Within twenty (20) working days of a determination that an application is complete, County staff shall prepare and file with the County Administrator a County staff report and recommendation on the application and proposed Development Agreement.

D. *Review and Recommendation by County Administrator.* Within ten (10) working days after receiving County staff comments, the County Administrator shall review the application and the proposed Development Agreement, and provide a report and recommendation to the Board of County Commissioners as to whether the application and proposed Development Agreement comply with the standards of Section 11.08.03.

E. *Decision by Board of County Commissioners.*

1. Two (2) Public Hearings. After the County Administrator has made a recommendation on the application and proposed Development Agreement, the application and proposed Development Agreement shall be considered at two (2) public hearings by the Board of County Commissioners and approved, approved with conditions, or denied. The day, time and place of the second public hearing shall be announced at the first public hearing.

2. Notice.

a. General Requirement. Notice of intent to consider the application and proposed Development Agreement shall be advertised by the applicant publishing an advertisement approximately seven (7) days before each public hearing on the application in a newspaper of general circulation and readership in St. Lucie County. Notice of intent to consider the application and proposed Development Agreement shall also be mailed by the Growth Management Director at least fifteen (15) days prior to the first hearing on the application to all owners of property, as reflected on the current year's tax roll, lying within five hundred (500) feet of the property directly affected by the application and proposed Development Agreement.

b. Form. The form of the notices of intention to consider adoption of a Development Agreement shall specify:

1. Time and Place. The time and place of each hearing on the application;
 2. Location. The location of the land subject to the proposed Development Agreement;
 3. Uses and Intensities. The development uses proposed on the property, including the proposed population densities and proposed building intensities and height;
 4. Where Copy Can Be Obtained. Instructions for obtaining further information regarding the application and proposed Development Agreement can be obtained.
3. Decision. At the conclusion of the second public hearing, and based upon consideration of the application and the proposed Development Agreement, the recommendation of the County Administrator, and public testimony received during the public hearing, the Board of County Commissioners shall approve, approve with conditions, or deny the proposed Development Agreement based upon whether it complies with the standards in Section 11.08.03.

11.08.03. Standards of a Development Agreement.

A. *Mandatory Provisions.* A Development Agreement shall, at a minimum, include the following provisions:

1. Legal Description and Owner. A legal description of the land subject to the Development Agreement and the names of the legal and equitable owners.
2. Duration. The duration of the Development Agreement, which shall not exceed ten (10) years.
3. Uses, Densities, Intensities and Height. The development uses permitted on the land including population densities, and building intensities and height.
4. Future Land Use Map Designation. The land use designation of the property under the Future Land Use Element of St. Lucie County Comprehensive Plan.
5. Zoning. The current zoning of the land subject to the Development Agreement.
6. Conceptual Site Plan. A conceptual site plan indicating phases if the development is subject to phasing.

7. Public Facility Adequacy. A description of public facilities that will service the development, including who shall provide such facilities, the date any new public facilities, if needed, will be constructed, and a schedule to assure public facilities are available concurrent with the impact of the development. Any public facilities to be designed and/or constructed by the developer shall be in compliance with all applicable Federal, State and County standards to ensure the quality of the public facilities. The standards shall include, but not be limited to, guarantees of performance and quality, and project controls (including scheduling, quality controls, and quality assurances).

8. Reservation or Dedication of Land. A description of any reservations or dedications of land for public purposes.

9. Local Development Permits. A description of all local Development Permits approved or needed to be approved for the development of the land specifically, to include at least the following:

a. Any required Comprehensive Plan amendments.

b. Any required rezoning.

c. Any required submission to the Treasure Coast Regional Planning Council or to the Florida Department of Community Affairs.

d. Any required permits from the Florida Department of Environmental Protection, the U.S. Army Corps of Engineers, the South Florida Water Management District, the United States Environmental Protection Agency and other governmental permissions that are required.

e. A subdivision plat approval.

f. Any Final Development Order authorizing construction in accordance with the provisions of the adequate public facilities regulations in Chapter V.

g. Site plan approval and agreement that in the event that a site plan is required by the this Code, all the requirements of the site plan process shall be met prior to development.

10. Local Development Permits Obtained by Applicant/Property Owner. The Development Agreement shall specifically provide that all local Development Permits identified in Section 11.08.03(A)(9) shall be obtained at the sole cost of the applicant/property owner and, that in the event that any such local Development Permits are not received, no further development of the property shall be allowed until such time as the St. Lucie County Board of County Commissioners has reviewed the matter and determined whether or not to terminate the Development Agreement, or to modify it in a manner consistent with the public interest and the St. Lucie County Comprehensive Plan.

11. Consistency with Comprehensive Plan. A finding that the development permitted or proposed in the Development Agreement is consistent with the St. Lucie County Comprehensive Plan. No Development Agreement shall be effective or implemented by the Board of County Commissioners unless the Comprehensive Plan provisions or amendments to the Comprehensive Plan implementing or related to the Agreement are found in compliance by the State Land Planning Agency in accordance with F.S. §§ 163.3184, 163.3187 and 163.3189.

~~12. Consistency with Land Development Code. A finding that the development permitted or proposed in the Development Agreement is consistent with this Code.~~

13. Compliance with laws not identified in Development Agreement. A statement indicating that failure of the Development Agreement to address a particular permit,

condition, term or restriction shall not relieve the applicant/property owner of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions, and that any matter or thing required to be done under existing ordinances of St. Lucie County shall not be otherwise amended, modified or waived unless such modification, amendment or waiver is expressly provided for in the Development Agreement with specific reference to the code provisions so waived, modified or amended; and

14. Conditions Necessary to Protect Health, Safety, Welfare. Such conditions, terms, restrictions, or other requirements determined to be necessary by St. Lucie County for the public health, safety, or welfare of its citizens.

11.08.04. Execution of Development Agreement.

A Development Agreement shall be executed by all persons having legal or equitable title in the subject property, including the fee simple owner and any mortgagees, unless the County Attorney approves the execution of the Development Agreement without the necessity of such joinder or subordination based on a determination that the substantial interests of the County will not be adversely affected thereby. A Development Agreement is determined to be a legislative act of the County in the furtherance of its powers to plan, zone and regulate development within its boundaries and, as such, shall be superior to the rights of existing mortgagees, lien holders or other persons with a legal or equitable interest in the subject property and the Development Agreement, and the obligations and responsibilities arising thereunder on the property owner shall be superior to the rights of said mortgagees or lien holders and shall not be subject to foreclosure under the terms of mortgages or liens entered into or recorded prior to the execution and recordation of the Development Agreement.

11.08.05. Amendment and Cancellation of Agreement by Mutual Consent.

A Development Agreement may be amended or canceled by mutual consent of the parties to the Agreement or by their successors in interest. Prior to amending a Development Agreement, the Board of County Commissioners shall hold two public hearings on the proposed amendment, consistent with the requirements of Section 11.08.02.

11.08.06. Term.

The term of a Development Agreement shall not exceed ten (10) years or such time as the Act may provide. A Development Agreement may be extended by mutual consent of the Board of County Commissioners and the developer, subject to public hearings in accordance with Section 11.08.02. The term of any one (1) extension shall not exceed five (5) years or such time as the Act may provide.

11.08.07. Recordation and Effectiveness.

Within fourteen (14) days after St. Lucie County enters into the Development Agreement, the Clerk to the Board of County Commissioners shall record the agreement in the Public Records of St. Lucie County. A copy of the recorded Development Agreement shall be submitted to the State of Florida Department of Community Affairs within fourteen (14) days after the Agreement is recorded. If the Agreement is amended, canceled, modified, extended, or revoked, the Clerk shall have notice of such action recorded in the public records and such recorded notice shall be submitted to the Department of Community Affairs. A copy of all Development Agreements shall be kept by the Clerk in a separate book in the Clerk's Official Records Division located at the St. Lucie County Courthouse.

A Development Agreement shall not be deemed to be effective until it has been recorded in the public records of St. Lucie County and until 30 days after having been received by the State Land Planning Agency.

11.08.08. Periodic Review.

A. *Annual Review.* The County shall review the development subject to the Development Agreement every twelve (12) months, commencing twelve (12) months after the effective date of the Agreement.

B. *Notice.* The County shall begin the review process by giving notice to the developer that the County intends to undertake a periodic review of the Development Agreement.

C. *Compliance.* If the County finds and determines that the developer has complied in good faith with the terms and conditions of the Development Agreement during the period under review, the review for that period is concluded.

D. *Failure to Comply.* If the County makes a preliminary finding that there has been a failure to comply with the terms of the Development Agreement, the Board of County Commissioners shall conduct two (2) public hearings pursuant to requirements of Section 11.08.02 at which the developer may demonstrate good faith compliance with the terms of the Development Agreement. If the Board of County Commissioners finds and determines on the basis of substantial competent evidence that the developer has not complied in good faith with the terms and conditions of the Development Agreement during the period under review, the Board of County Commissioners may modify or revoke the Agreement.

11.08.09. Effect of Contrary State or Federal Laws.

In the event that state and federal laws are enacted after the execution of a Development Agreement which are applicable to and preclude the parties compliance with the terms of the Development Agreement, such agreement shall be modified or revoked as is necessary to comply with the relevant state or federal laws, such modification or revocation to take place only after the notice and public hearing provisions provided for the adoption of a Development Agreement in Section 11.08.02 have been complied with.

11.08.10. Enforcement.

Any party or any aggrieved or adversely affected person may file an action for injunctive relief in the Circuit Court for St. Lucie County to enforce the terms of a Development Agreement or to

challenge compliance of the Development Agreement with the provisions of this Section and F.S. §
163.3220.

007-03-151

DVA# 07-001
DEVELOPMENT AGREEMENT BETWEEN BOARD
OF COUNTY COMMISSIONERS OF ST. LUCIE
COUNTY, FLORIDA, AND INCOM PROPERTIES 31, INC., KING'S CENTER

This Agreement is made and entered into this 20th day of March, 2007, by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida (the "Board"), and **INCOM PROPERTIES 31, INC.** (the "Developer").

RECITALS

WHEREAS, the Board and the Developer recognize the following:

- A. This Agreement is entered into in accordance with the Florida Local Government Development Agreement Act, 163.3220-163.3243, Florida Statutes (Act), and Section 11.08.00 (Development Agreements) of the St. Lucie County Land Development Code (LDC).
- B. Developer is the owner of certain real property (Property) located in St. Lucie County, Florida, as more particularly described in the attached Exhibit "A" (Property).
- C. The County has determined that improvements to the intersection of Kings Highway and Orange Avenue are needed in order to maintain concurrency management requirements for the warehouse industrial development proposed on the Property by the Developer, and that the cost of such improvements is in the vicinity of \$5,350,000, which amount is excessive in relation to the size and cost of the development proposed on the Property.
- D. The County has determined that improvements to the intersection of Kings Highway and Orange Avenue cannot be funded by the public at the present time, and that any funding that can be obtained to expedite the design and construction of intersection improvements would provide a benefit to the public health, safety, and welfare.
- E. The County has determined that a proportionate share of costs study, intersection design, and permitting would expedite the funding and construction of improvements to the intersection of Kings Highway and Orange Avenue, and partial funding of these items are sufficient mitigation potentially representing a fair share of the costs of improvements that should be borne by the Developer for the warehouse industrial development proposed on the Property.
- F. In order to foster comprehensive and sound capital facilities planning and financing, to ensure the provision of adequate public facilities for development concurrent with the impacts of development, and to afford certainty in the approval of development, the Board and Developer desire to establish by agreement the terms under which the Property may be developed.
- G. On March 6, 2007, the Board held the first public hearing on this Agreement, after publishing notice approximately seven days prior to the first hearing. Notice of intent to consider this Agreement was mailed by the Board at least 15 days prior to the first hearing to all property owners, as reflected on the current years tax roll, lying within 500 feet of the Property.

EDWIN M. FRY, JR., CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 3034310 03/30/2007 at 02:58 PM
OR BOOK 2790 PAGE 378 - 397 Doc Type: AGR
RECORDING: \$171.50

DVA# 07-001
**DEVELOPMENT AGREEMENT BETWEEN BOARD
OF COUNTY COMMISSIONERS OF ST. LUCIE
COUNTY, FLORIDA, AND INCOM PROPERTIES 31, INC., KING'S CENTER**

- H. On March 20, 2007, the Board held the second public hearing on this Agreement, after publishing notice approximately seven days prior to the second public hearing and after announcing at the first public hearing the day, time, and place of such public hearing.

NOW, THEREFORE, in consideration of the mutual covenants entered between the parties, and inconsideration of the benefits to accrue to each, it is agreed as follows:

1. **Recitals.**

The above recitals are true and correct.

2. **Mandatory Provisions.**

a. **Legal Description and Owner.**

The land that is the subject of this Agreement is described in the attached Exhibit "A".

The owner of legal and equitable title to the Property is INCOM PROPERTIES 31, INC., a Florida Corporation.

The Legal Description is as follows:

Section 2, Township 35 South, Range 39 East, North ½ of the Northeast ¼ of the Southeast ¼, Less East 39 feet for road and canal rights-of-way as recorded in Official Records Book 222, Page 1569, of the Public Records of St. Lucie County, Florida.

b. **Duration.**

This Agreement shall expire ten (10) years after the effective date provided in Section 13, unless earlier terminated as provided in Sections 9 and 10.

c. **Uses, Densities, Intensities, Height, and Architectural Standards**

The development uses permitted on the Property, including densities, intensities, and height, shall be as follows:

Uses Allowed: Uses consistent with the provisions of Section 3.01.02(T) of the St. Lucie County Land development Code

Density Allowed: Not applicable to nonresidential development

Intensity Allowed: Five buildings consisting of 220,596 square feet which includes a 13,000 square feet Mezzanine
Maximum Building Height 35 feet, Located on 20.42 acres

DVA# 07-001
DEVELOPMENT AGREEMENT BETWEEN BOARD
OF COUNTY COMMISSIONERS OF ST. LUCIE
COUNTY, FLORIDA, AND INCOM PROPERTIES 31, INC., KING'S CENTER

Maximum Permitted Height of Buildings and Structures: 50 Feet

Architectural Standards: Such architectural standards as may be imposed by the Board of County Commissioners on future Planned Developments and conditional uses permitted within the project shall be followed. No other architectural standards apply on the effective date of this agreement. However, should the County create future architectural standards that apply to development of any lot or lots within the property, buildings, and structures constructed after effective date of those architectural standards shall comply with the adopted County architectural standards in effect at the time of site plan approval.

d. Future Land Use Map Designation.

The land use designation of the Property under the future land use element of the adopted St. Lucie County Comprehensive Plan is Industrial.

e. Zoning.

The current zoning of the Property is IL, Industrial Light for the project

f. Site Plan.

On March 20, 2007 the Developer submitted and obtained Board approval of a major site plan for the Property consistent with the provisions of Section 2c herein.

g. Public Facility Adequacy.

In order to permit Development of the Property the Developer agrees to pay fees as follows related to the impacts of the project on the intersection of King's Highway and Orange Avenue.

The Proportionate Share payment/credit for Kings Center is calculated as follows:

The cumulative number of trips from the proposed development expected to reach roadways during peak hours from the complete build out of a stage or phase being approved, divided by the change in the peak hour maximum service volume (MSV) of roadways resulting from construction of an improvement necessary to maintain the adopted LOS, multiplied by the construction cost, at the time of developer payment, of the improvement necessary to maintain the adopted LOS.

DVA# 07-001
DEVELOPMENT AGREEMENT BETWEEN BOARD
OF COUNTY COMMISSIONERS OF ST. LUCIE
COUNTY, FLORIDA, AND INCOM PROPERTIES 31, INC., KING'S CENTER

At present St. Lucie County has approved the commencement of design for the intersection expansion of Kings Highway and Orange Avenue. The design is expected to be completed in the next 18 months with construction in 2011, as stated in the Five-year Capital Improvement Plan of the Comprehensive Plan. The King's Center development impact to this intersection in its present configuration represents approximate 7 percent of the gross minimum LOS standard. The cost of the improvements submitted by St. Lucie County Engineering and verified by FDOT cost standards is estimated at \$5.4 million dollars, for design and construction. Kings Center fair shares for these improvements would be 7 percent of \$5.4 million dollars or \$378,000.00.

Credit for the dedication of the non-site related right-of-way shall be valued on the date of the dedication at 120 percent of the most recent assessed value by the County property appraiser (Chapter 5, D, 6 of the LDC). Incom Properties 31, Inc. shall dedicate a 3.079 acres (134,147 sq. ft) strip of land to County for right-of-way use. The most recent assessed value for this property is \$1.84 a square foot or \$246,830 multiplied by 120 percent equaling a credit of \$296,197. This amount, \$296,197, is subtracted from King's Center fair share amount or \$378,000 leaving King's Center, Incom Properties 31, Inc. a balance due to St. Lucie County of \$81,803.

h. Local Development Permits.

The local development permits required for the development of the Property are:

- (1) Regulatory Permits – surface water management permits(s) from the South Florida Water Management District; Driveway permit(s) from the Florida Department of Transportation. The need for other regulatory agency permits shall be determined based upon final site construction plans.
- (2) Final development order – required prior to commencing construction.
- (3) Site plan approval – required prior to commencing construction.
- (4) Approval of constructible site engineering plans – required prior to commencing construction.
- (5) Tree removal permit – required prior to commencing construction.
- (6) Building permit – required prior to commencing construction.
- (7) NPDES Permit from the Florida Department of Environmental Protection.

i. Responsibility for Local Development Permits.

All local development permits shall be obtained at the sole cost of the Developer and in the event the site is not developed in accordance with the site plan as provided in Section 2c of this agreement and/or a building permit is/are not received, no other alternate development of the Property shall be allowed until such time as the Board has reviewed the matter and determined

DVA# 07-001
**DEVELOPMENT AGREEMENT BETWEEN BOARD
OF COUNTY COMMISSIONERS OF ST. LUCIE
COUNTY, FLORIDA, AND INCOM PROPERTIES 31, INC., KING'S CENTER**

whether or not to terminate this Agreement or to modify it in a manner consistent with the St. Lucie County Comprehensive Plan.

j. Consistency with Comprehensive Plan.

The Board finds that the development of the Property as provided in this Agreement is consistent with the St. Lucie County Comprehensive Plan.

k. Consistency with the Land Development Code (LDC).

Provided that the Developer submits and obtains Board approval of a site plan in accordance with Section 2c of this Agreement that complies with the County's Land Development Code ("LDC"), the Board finds that the development of the Property as provided in this Agreement is consistent with the LDC.

l. Compliance with Other Law.

Failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Developer of the necessity of complying with the law governing such permitting requirement, condition, term, or restriction; and any matter or thing required to be done under existing ordinances of St. Lucie County shall not be otherwise amended, modified, or waived unless such amendment, modification or waiver is expressly provided for in this Agreement with specific reference to the code provision so amended, modified, or waived.

m. Necessary Conditions.

The Board reserves the right to impose conditions and requirements on any development order as necessary to protect the health, safety, and welfare of the public and the citizens of St. Lucie County.

3. Road Impact Fee and Impact Fee Credits.

Impact fee credits for the contribution of right of way to apply to Kings Center Major Site Plan. Kings Center will receive a credit in the amount of \$296,197 for right-of way dedication as described in Exhibit "B". Pursuant to state law, impact fees to be used in impact fee district where improvements are required of the developer are imbedded in the total cost of any required mitigation. Therefore, impact fee credits are applied against the total cost of mitigation, and not against the cost of mitigation plus impact fees.

4. Site Plan Submittal.

On or before March 20, 2007, the Developer agrees to provide a final site plan (the "Site Plan") to the Board in accordance with provision 2c of this Agreement showing the proposed development of the Property that is consistent with the approved major site plan approval as set out in Resolution No. 07-019. The Developer further agrees that the plan

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for development of the Property as shown on the Site Plan will not be changed unless approved by the Board in its discretion by action of the Board separate and apart from any regulatory approvals required for the development of the Property by the Board or any other regulatory agency.

5. Road Right-of-Way Dedication.

Within ninety (90) days from the date of this Agreement, the Developer agrees to dedicate and convey to the Board a 3.079 acre strip of land for right-of-way purposes as shown on Exhibit "B". The conveyance shall be by general warranty deed in recordable form and shall be free and clear of all liens and encumbrances. At least fifteen (15) days prior to the conveyance, the Developer, at the Developer's expense, shall deliver the following to the Board:

- a. Commitment for title insurance showing that the Owner has marketable title to the right-of-way parcel. Within forty-five (45) days after the closing, the Developer shall deliver a title policy to the County consistent with the commitment naming the County as the insured.
- b. Sealed survey certified to the Board showing no encroachments.
 - i. Phase I Environmental Audit certified to the Board showing no evidence of hazardous waste contamination on the right-of-way parcel.
 - ii. Beneficial Interest Affidavit, if required.

6. Payment of Impact and Mitigation Fees.

No building permit shall be issued for development of the Property unless and until any and all impact fees required under the applicable ordinances and mitigation fees required herein by this Agreement have been paid by the Developer or its successors or assigns and a warranty deed in recorded form has been delivered as provided in paragraph 5.

7. Adequacy of Public Facilities; Continued Reservation of Capacity.

The following items in regard to the adequacy of public facilities in this area are acknowledged:

- a. ***Drainage:** The property is not located within an identified 100-year flood zone. All construction activities must be in accordance with the applicable St. Lucie County and South Florida Water Management District permitting standards and regulations.
- b. ***Potable Water:** The project is required to extend or connect to the potable water system of Fort Pierce Utility Authority.
- c. ***Sanitary Sewer:** The project is required to extend or connect to the sanitary sewer system Fort Pierce Utility Authority.

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- d. *Solid Waste: Sufficient capacity exists in the St. Lucie County Landfill to service the anticipated demands of the proposed development of the Property.
- e. *Parks: Not applicable to this project.
- f. *Mass Transit: Not applicable to this project and Property.
- g. *Roads: Subject to dedication of right-of-way shown in Exhibit "B", and a Proportionate Share payment for intersection improvements to Kings Highway and Orange Avenue to support the proposed development of the Property and its impact on this intersection.

Based on the signing of this Agreement and its approval by the Board of County Commissioners a Certificate of Capacity shall be issued for the Project as a part of, or subsequent to, the site plan approval. Said Certificate of Capacity shall expire if the items identified in paragraphs 2, 3, and 4 above have not been completed within 180 days of the adoption date of King's Center Resolution 07-019. If the Certificate of Capacity expires, the Developer shall reapply for a Certificate of Capacity after completion of the items identified in paragraphs 2, 3, and 4 above, and additional contributions beyond the proportionate share in an amount equal to Road Impact Fees at the latest studied rate shall be due from the owner/developer to the County as a penalty for non-compliance. In this event, no building permit shall be issued until the penalty is paid.

If the total amount paid pursuant to items 2 and 3 above is less than the proportionate share computation, the Developer shall pay the difference prior to issuance of the first building permit for the project. If the total amount paid pursuant to items 2 and 3 above is greater than the proportionate share computation, the difference shall be returned to the Developer, first through impact fee credits, and then through payments from impact fees collected from other projects within the corridor.

The County anticipates providing additional north/south roadway capacity either as an expanded Kings Highway or through the provision of an alternate route parallel to Kings Highway. The County further anticipates that such improvements shall be funded through developer payments with the corridor. The payments may be through a combination of Proportionate Share Contributions, Road Impact Fee payments, Municipal Services Benefit Units (MSBU), and/or Municipal Services Taxing Units (MSTU).

8. **Amendment or Cancellation by Mutual Consent.**

This Agreement may be amended or cancelled by mutual consent of the parties, and shall terminate upon the issuance of the last Certificate of Occupancy for last residential building as shown on the Site Plan. Prior to amending this Agreement, the Board shall hold two public hearings consistent with the requirements of Section 11.08.02 of the LDC. No further development permits that would result in the generation of any additional required Level of Service impacts will be issued until a new Final Development Order has been issued. Any application for a new Final Development

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Order, except for a modification to an existing building, structure, or site facility that does not require a new concurrency review, will be subject to all applicable standards and regulations in effect at the time the application is filed. Any application for Final Development Order, for a modification to a building, structure, or site facility built or constructed in accord with the terms of this development agreement shall be subject to any applicable St. Lucie County construction standard or code in effect at the time the application is filed.

9. Involuntary Revocation of Development Agreement.

The Board may revoke this Agreement if the Board determines through its annual review of this Agreement that the terms and conditions of this Agreement, including all amendments or extensions thereto, have not been complied with. Prior to any revocation of this Agreement, the Board shall hold two public hearings consistent with the requirements of Section 11.08.02 of the LDC. At the public hearing(s), the Developer will be given an opportunity to rebut the determination that the requirements of this Agreement, or any amendments thereto have not been complied with. If the Board determines that revocation of this Agreement is not necessary, the Board may amend the terms of this Agreement to provide for any reasonable condition necessary to assure compliance with the requirements of this Development Agreement, and any extensions or amendments thereto. Either party or any aggrieved or adversely affected person may file an action for injunctive relief in the Circuit Court for St. Lucie County to appeal the revocation or amendment of this Agreement. The provisions of Paragraph 4 requiring Board approval of any change in the Site Plan shall survive the revocation of the Agreement.

10. Term.

The term of this Agreement shall be ten (10) years from the effective date. This Agreement may be extended by mutual consent of the Board and the Developer, subject to public hearing in accordance with Section 11.08.02 of the LDC.

11. Recording; Submission to Florida Department of Community Affairs.

Within 14 days after the Board enters this Agreement, the Growth Management Director to the Board shall record the Agreement in the Public Records of St. Lucie County. A copy of the recorded Agreement shall be submitted to the Department of Community Affairs within 14 days after the Agreement is recorded by the Growth Management Director. If this Agreement is amended, cancelled, modified, extended, or revoked, the Growth Management Director shall have notice of such action recorded in the public records and such recorded notice shall be submitted to the Florida Department of Community Affairs.

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12. Effective Date.

This Agreement shall be effective 30 days after its receipt by the Florida Department of Community Affairs. Notice of the effective date of this Agreement shall be provided by the Growth Management Director to all effected parties to the Agreement.

13. Annual Review.

In accordance with Section 11.08.08 of the LDC, the Board shall review the development that is subject to this Agreement every 12 months, commencing 12 months after the effective date of this Agreement. The Board shall begin the review process by giving notice, a minimum of 30 days prior to the anniversary date for the effective date of this Agreement, to the Developer of its intention to undertake the annual review of this Agreement and of the necessity for the Developer to provide the following:

- a. An identification of any changes in the plan of development as contained in the Site Plan Materials, or in any phasing for the reporting year and for the next year.
- b. If the Site Plan materials provided for phasing, a summary comparison of development activity proposed and actually conducted for the year.
- c. Identification of undeveloped tracts of land that have been sold to a separate entity or Developer.
- d. An assessment of the Developer's compliance with each condition of approval set forth in this Agreement.
- e. Identification of significant local, state and federal permits which have been obtained or which are pending by agency, type of permit, permit number and purpose of each.

Any information required of the Developer during an annual review shall be limited to that necessary to determine the extent to which the Developer is proceeding in good faith to comply with the terms of this Agreement. For each annual review conducted during years 6 through 10 of this Agreement, the Board shall prepare a written report in accordance with rules promulgated by the state land planning agency. The report shall be submitted to the parties to the Agreement and the State land planning agency. If the County finds on the basis of substantial competent evidence that there has been a failure to comply with the terms of the Agreement, the County may revoke or modify the terms of this Agreement.

14. Effect of Contrary State or Federal Laws.

In the event that any state or federal law is enacted after the execution of this Agreement that is applicable to and precludes the parties from complying with the terms of this Agreement, then this Agreement shall be modified or revoked as is necessary to comply

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with the relevant state or federal law. Prior to modifying or revoking this Agreement, the Board shall hold two public hearings consistent with the requirements of Section 11.08.02 of the LDC.

15. Enforcement.

Party, any aggrieved or adversely affected person, or the state land planning agency, may file an action for injunctive relief in the Circuit Court for St. Lucie County to enforce the terms of this Agreement or to challenge compliance of this Agreement with the provisions of the Act or Section 11.08.00 of the LDC. In the event the Board or the Developer is required to seek enforcement of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party all costs of such action, including reasonable attorney's fees.

16. Headings.

The headings contained in this Agreement are for convenience of reference only and do not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

17. Pronouns

In this Agreement, the use of any gender will be deemed to include all genders, and the use of the singular will include the plural, wherever it appears appropriate from the context.

18. Waivers

The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if know, will not affect the right of that party to require performance of that provision or to exercise any right, power or remedy, and any waiver by any

Party of any breach of any provision of this Agreement should not be construed as waiver of any continuing or succeeding breach of provisions, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in this case will, of itself, entitle a party to any other or further notice or demand in similar or other circumstances, unless otherwise specified in the Agreement.

19. Assignment

This Agreement may be assigned by Developer to its legal representatives and successors-in-interest provided that impact fee credits are limited solely to the property described in Exhibit A.

20. Binding Effect

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns; provided, however,

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Developer shall have no obligations, duties, responsibilities, or liability under this Agreement if Developer's Project is not approved by County, or if the Project is approved, the Developer requests the County to rescind the resolution approving the Project and the County rescinds the resolution. Such rescission shall not be unreasonably withheld.

21. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

22. Construction

This Agreement shall be construed as the joint and equal work product of the parties and shall not be construed more or less favorably on account of its preparation.

23. Entire Agreement

This Agreement constitutes the entire Agreement between the parties relating to the subject matter hereof and supersedes all prior agreements or understandings made in connection with the subject matter. The Development Orders, Development Permits, Certificate of Capacity and conditions thereon pertaining to the Property are lawful government actions, and shall not be construed as agreements. No modification or amendment of this Agreement shall be binding upon the parties unless the same is in writing and signed by the party to be bound.

24. Notices.

The parties designate the following persons as representatives to be contacted and to receive all notices regarding this Agreement:

For the Board:

County Administrator
St. Lucie County
2300 Virginia Avenue
Fort Pierce, Florida 34982-5652

with a copy to:

County Attorney
St. Lucie County
2300 Virginia Avenue
Fort Pierce, Florida 34982-5652

For the Developer:

Incom Properties 31, Inc.
855 South Kings Highway
Fort Pierce, Fl. 34945

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25. Successors and Assigns.

This Agreement shall be binding upon the parties and their successors and assigns. In the event of assignment of this Agreement, the Developer shall provide notice to:

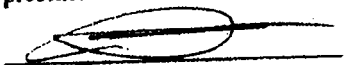
County Administrator
St. Lucie County
2300 Virginia Avenue
Fort Pierce, Florida 34982-5652

County Attorney
St. Lucie County
2300 Virginia Avenue
Fort Pierce, Florida 34982-5652

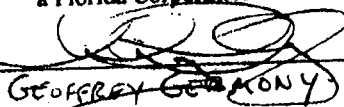
IN WITNESS WHEREOF, the parties hereto have caused the execution of this Agreement by their duly authorized officials as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Incom Properties 31, Inc.
a Florida Corporation



By:

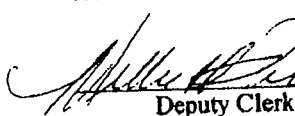

GEOFFREY GEARMONY PRES

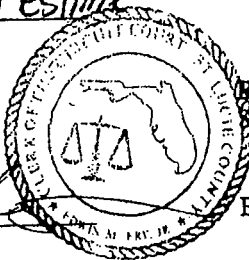
Print Name: PETER F. INGRAND
Witness



Print Name: Karlyna Estime
Witness

ATTEST:


Deputy Clerk



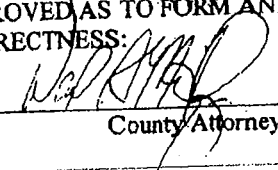
BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

By:


Chairman

APPROVED AS TO FORM AND
CORRECTNESS:

BY:

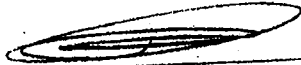

County Attorney

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STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 23rd day of MARCH,
2007, by Geoffrey Germany, Inc. Incom Properties 31, Inc., a Florida Corporation, who is
personally known to me, or who has produced N/A as identification and who
_____ did/_____ not take an oath.

Notary Seal

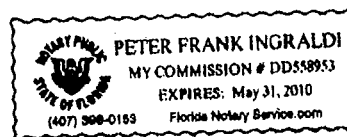

Notary Public, State of Florida

Print Name: _____

My

Commission

Expires: _____



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COUNTY, FLORIDA, AND INCOM PROPERTIES 31, INC., KING'S CENTER

Exhibit "A"

The owner of legal and equitable title to the Property is INCOM PROPERTIES 31, INC., a Florida Corporation.

The Legal Description is as follows:

Section 2, Township 35 South, Range 39 East, North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, Less East 39 feet for road and canal rights-of-way as recorded in Official Records Book 222, Page 1569, of the Public Records of St. Lucie County, Florida.

Legal Description for Right-of-Way dedication

See Attached legal Description

Property Value**ROW Dedication Value**

TOTALS

Location	East-West
----------	-----------

TOTALS

ROW Dedication Value

TOTALS

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St. Lucie County has accepted right-of-way dedication for the proportionate fair-share payment, credit for the dedication of the non-site related right-of-way shall be valued on the date of the dedication at 120 percent of the most recent assessed value by the County property appraiser (Chapter 5, D, 6 of the LDC). Incom Properties 31, Inc. has dedicated a 3.078 acres (134,147sq. ft) strip of land to County for right-of-way use. The most recent assessed value for this property is \$1.84 a square foot or \$246,830 multiplied by 120 percent equaling a credit of \$296,197. This amount, \$296,197, is subtracted from King's Center fair share amount or \$378,000 leaving King's Center, Incom Properties 31, a balance due to St. Lucie County of \$81,803.

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LEGAL DESCRIPTION

Being a parcel of land lying in Section 2, Township 35 South, Range 39 East, St. Lucie County, Florida, being more particularly described as follows:

Commence at the East 1/4 corner of said Section 2; thence S89°51'35"W, along the 1/4 Section line, a distance of 39.00 feet to the West right-of-way line of the North St. Lucie River Water Control District Canal No. 32W and the POINT OF BEGINNING of the following described parcel;

Thence continue S89°51'35"W, along said 1/4 Section line, a distance of 111.47 feet; thence S00°33'48"E a distance of 515.91 feet to the beginning of a curve concave to the east having a radius of 18,975.03 feet; thence southerly along the arc of said curve a distance of 144.14 feet through a central angle of 00°26'07" to the South line of the North 1/2 of the NE 1/4 of the SE 1/4 of Section 2; thence N89°51'16"E, along said South line, a distance of 110.69 feet to said West right-of-way line; thence N00°32'35"W, along said West right-of-way line, a distance of 659.75 feet; thence N00°33'09"W, continuing along said West right-of-way line, a distance of 0.28 feet to the POINT OF BEGINNING.

Containing 1.687 acres, more or less.

Michael D. Olson 1-18-2007

Sheet 1 of 2

DESCRIPTION
OF
RIGHT-OF-WAY ACQUISITION

File: 05-108444-rs2.dwg
Date: 1-18-2007

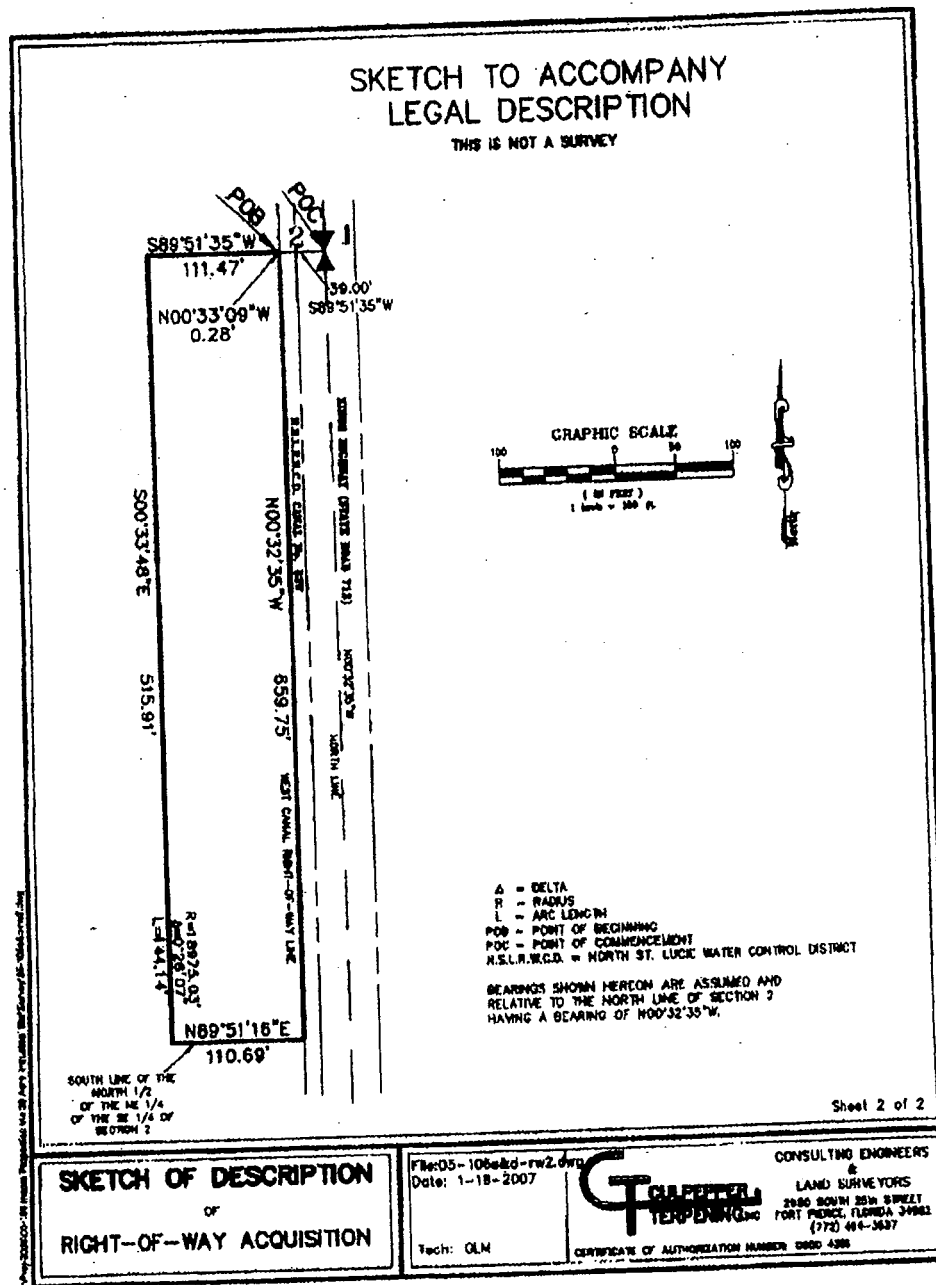
Tech: GLM

G. CULPEPPER
TERPENING

CONSULTING ENGINEERS
&
LAND SURVEYORS
2080 SOUTH 22ND STREET
FORT PIERCE, FLORIDA 34942
(772) 964-3837

CERTIFICATE OF AUTHORIZATION NUMBER: 0000 4886

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LEGAL DESCRIPTION

Being a parcel of land lying in Section 2, Township 35 South, Range 39 East, St. Lucie County, Florida, being more particularly described as follows:

Commence at the East 1/4 corner of said Section 2; thence S89°51'35"W, along the 1/4 Section line, a distance of 150.48 feet to the POINT OF BEGINNING of the following described parcel;

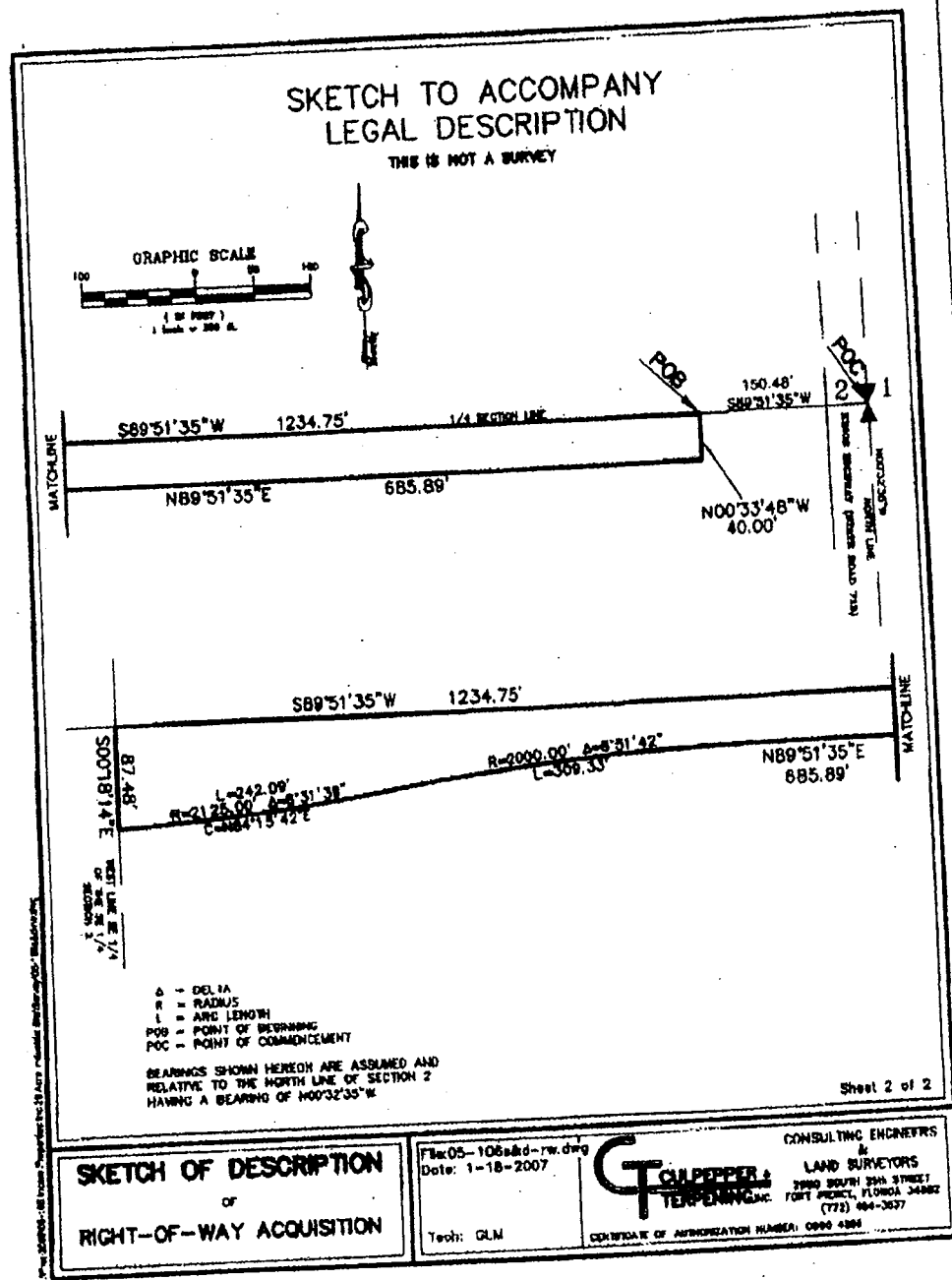
Thence continue S89°51'35"W, along said 1/4 Section line, a distance of 1,234.75 feet to the West line of the Southeast 1/4 of the Southeast 1/4 of said Section 2; thence S00°18'14"E, along said West line, a distance of 87.48 feet to the intersection with a non tangent curve concave to the north, having a radius of 2,125.00 feet, the chord of which bears N84°15'42"E; thence easterly along the arc of said curve, a distance of 242.09 feet through a central angle of 06°31'39" to the point of reverse curvature with a curve concave to the south, having a radius of 2,000.00 feet; thence easterly along the arc of said curve a distance of 309.33 feet, through a central angle of 08°51'42"; thence N89°51'35"E a distance of 685.89 feet; thence N00°33'48"W a distance of 40.00 feet to said 1/4 Section line and the POINT OF BEGINNING.

Containing 1.40 acres, more or less.

Sheet 1 of 2

<p>DESCRIPTION</p> <p>OF</p> <p>RIGHT-OF-WAY ACQUISITION</p>	<p>File: 06-108add-rw.dwg Date: 1-18-2007</p> <p>tech: GLM</p>	<p>CHALPOTTA & COMPANY CONSULTING ENGINEERS & LAND SURVEYORS 3000 SOUTH 28th STREET FORT PIERCE, FLORIDA 34901 (772) 484-3837</p> <p>CERTIFICATE OF AUTHORIZATION NUMBER: 0008 4888</p>
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COUNTY, FLORIDA, AND INCOM PROPERTIES 31, INC., KING'S CENTER



Copy to: MHB
Enave
Growth Mgmt

RESOLUTION NO. 07-019

FILE NO.: MJSP-06-009

A RESOLUTION GRANTING INCOM PROPERTIES 31, INC., MAJOR SITE PLAN APPROVAL FOR THE PROJECT TO BE KNOWN AS KING'S CENTER, CONSISTING OF 220,596 SQUARE FEET OF BUILDING FOR WARHOUSE INDUSTRIAL SPACE.

WHEREAS, the Board of County Commissioners of St. Lucie County, Florida, based on the testimony and evidence, including, but not limited to the staff report, has made the following determinations:

1. Incom Properties 31, Inc. has applied for Major Site Plan approval for the project to be known as King's Center consisting of 5 buildings; Building A = 34,509 square feet, Building B = 34,509 square feet, Building C = 14,969 square feet, Building D = 71,121 square feet, and Building E = 65,398 square feet for a total of 220,596 square feet of building for warehouse industrial space, for property located on the west side of Kings Highway, approximately 1/2 mile north of Orange Avenue in the IL (Industrial, Light) Zoning District for the property described in Part B.
2. The Development Review Committee has reviewed the site plan for the proposed project and found it to meet minimum technical requirements of the St. Lucie County Land Development Code and to be consistent with the future land use maps from the St. Lucie County Comprehensive Plan.
3. The proposed project is consistent with the general purpose, goals, objectives, and standards of review of the St. Lucie County Land Development Code, the St. Lucie County Comprehensive Plan, and the Code of Ordinances of St. Lucie County.
4. The proposed project will not have an undue adverse effect on adjacent property, the character of the neighborhood, traffic conditions, parking, utility facilities, or other matters affecting the public health, safety, and general welfare.
5. All reasonable steps have been taken to minimize any adverse effect of the proposed project on the immediate vicinity through building design, site design, landscaping and screening.
6. The proposed project will be constructed, arranged and operated so as not to interfere with the development and use of neighboring property, in accordance with applicable district regulations.
7. The proposed project will be served by adequate public facilities and services.
8. The applicant has applied for and received a certificate of capacity, a copy of which is attached to this order as Exhibit A, as required under Chapter V, St. Lucie County Land Development Code.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Lucie County, Florida:

File No: MJSP-06-009
March 20, 2007

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 3035021 04/03/2007 at 08:27 AM
OR BOOK 2791 PAGE 358 - 365 Doc Type: RESO
RECORDING: \$69.50

Resolution No. 07-019
Page 1

1
2 A. Pursuant to Section 11.02.05 of the St. Lucie County Land Development Code, the site plan for
3 the project known as King's Center, is hereby approved as shown on the site plan drawings for
4 the project prepared by Culpepper and Terpening, Inc., dated, April 7, 2006, and date stamped
5 received by the St. Lucie County Growth Management Director on February 12, 2007, for the
6 property described below, subject to the following conditions:
7

- 8
9
10 1. Prior to the issuance of the first Building Permit for the proposed project, the developer, his
11 successors or assigns, shall convey to St. Lucie County, in a manner or form acceptable to the St.
12 Lucie County Attorney, approximately 110 feet of additional right-of-way for the expansion of Kings
13 Highway along the east property line of the subject property. To the extent permitted under the
14 County's Code and Compiled Laws, any such dedication may be considered eligible for Road
15 Impact Fee Credits.
16
17 2. Prior to the issuance of the first Building Permit for the proposed project, the developer, his
18 successors or assigns, shall convey to St. Lucie County, in a manner or form acceptable to the St.
19 Lucie County Attorney, approximately 1.39 acres for future right-of-way dedication for the
20 continuation of Avenue Q along the northern property line of the subject property. The proposed
21 right-of-way will begin from Kings Highway as 40 feet and continue west for a connection of 87 feet
22 Ankona fka Jonette Acres. To the extent permitted under the County's Code and Compiled Laws,
23 any such dedication may be considered eligible for Road Impact Fee Credits.
24
25 3. Prior to the issuance of the first Building Permit for the proposed project, the developer, his
26 successor or assigns, shall either construct or provide sufficient security in accordance with Section
27 11.04.00 of the St. Lucie County Land Development Code for the construction of a 12-foot wide
28 multi use path along the projects frontage on Kings Highway.
29
30 4. Prior to approval of a SLC Notice of Vegetation Removal application, the applicant must provide
31 correspondence from applicable jurisdictional agencies indicating that they have verified and agreed
32 on the proposed wetland and other surface water boundaries and avoidance/minimization/mitigation
33 measures as shown on the approved site plan.
34
35 5. Prior to approval of a SLC Notice of Vegetation Removal application, the applicant shall provide
36 ERD with UMAM scores for the wetland and a proposal for the number of herbaceous wetland
37 mitigation credits to be purchased from Bluefield Ranch Mitigation Bank. Credits shall be
38 purchased after ERD has reviewed and approved of the credit proposal, and prior to initiation of site
39 clearing.
40
41 6. Prior to approval of a SLC Notice of Vegetation Removal Application, the applicant shall provide
42 ERD with written notification from the Corps indicating that the on-site wetland is not Corps
43 jurisdictional (and therefore is not hydrologically connected). If the Corps does claim jurisdiction
44 over the wetland on the subject lot, the applicant must either alter their site plan to achieve
45 avoidance and minimization of impacts and provide the required 50-foot upland buffer, or they must
46 provide documentation explaining that avoidance and minimization cannot be achieved without
47 precluding all reasonable economically viable use of the property.
48
49 7. Prior to approval of a SLC Notice of Vegetation Removal application, the applicant shall provide a
50 landscaping plan incorporating the following revisions. Within the pond's upland buffer area, slash
pines should be spaced at no less than 15' on-center and live oaks should be a minimum of 30' on-

center. Please revise the landscaping plans to shift trees as necessary from the upland buffer into other interior vehicular use areas in order to provide sufficient trees without overcrowding. Provided that the upland buffer tree density is decreased by planting at no greater or less than the minimum spacings outlined above, we will accept the applicant's proposal to include some of the vehicular use and mitigation trees as extra plantings within the upland buffer area.

8. Prior to approval of an SLC Notice of Vegetation Removal, the applicant shall provide ERD with a draft Pond Management Plan for review and approval. The plan should discuss best management practices to be used in maintaining the pond and associated landscaping.
9. Prior to approval of a SLC Notice of Vegetation Removal application, the applicant shall provide ERD with a set of construction drawings showing the placement and type of barricades to be used and a note stating that the barricades shall be in place around trees and vegetation to be preserved prior to site clearing. St. Lucie County code requires that conspicuous, durable barricades be erected around each individual tree or areas of vegetation that are to be preserved. At a minimum, barricades should be placed at the dripline of a tree. In the event that any protective barricades are removed or altered and land clearing or construction work is being conducted on the site, all work at the site will be stopped until the barriers are restored and ERD staff shall be immediately contacted to determine if any corrective actions are necessary to repair or replant any vegetation removed or damaged as a result of these encroachments. Please be advised that trees destroyed due to construction damage are required to be mitigated for at a ratio of 4:1*.

B. The property on which this Major Site Plan is being granted is described as follows:

SECTION 2, TOWNSHIP 35 SOUTH, RANGE 39 EAST, NORTH ¼ OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼, LESS EAST 39 FET FOR ROAD AND CANAL RIGHTS-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 222, PAGE 1569, OF THE PUBLIC RECORDS OF ST. LUCIE, COUNTY, FLORIDA

(Property Tax ID#: 2302-411-0001-000/2)

- C. The approvals and authorizations granted by this Resolution for the purpose of obtaining building permits on this property, shall expire on March 20, 2009, unless the developer has obtained building permits for the site plan described in Part A or an extension has been granted in accordance with Section 11.02.06, St. Lucie County Land Development Code.
- D. The Final Site Plan approval granted under this resolution is specifically conditioned to the requirement that the petitioner, Incom Properties 31, Inc., including any successors in interest, shall obtain all necessary development permits and construction authorizations from the appropriate State and Federal regulatory authorities, including but not limited to; the United States Army Corps of Engineers, the Florida Department of Environmental Protection, and the South Florida Water Management District, prior to the issuance of any local building permits of authorizations to commence development activities on the property described in Part B.
- E. A copy of this resolution shall be attached to the site plan drawings described in Part A, which plan shall be placed on file with the St. Lucie County Growth Management Director.
- F. The certificate of capacity, attached as Exhibit A, shall be valid for the same period as this order. If this order expires or otherwise terminates, the certificate of capacity shall automatically terminate.

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- G. A copy of this Order shall be mailed, return receipt requested to the developer and agent of record as identified on the site plan applications.
- H. A copy of this Order shall be attached to the site plan drawings described in Section A, which plan shall be on file with the St. Lucie County Growth Management Director.
- I. This Order shall be recorded in the Public Records of St. Lucie County.

After motion and second, the vote on this resolution was as follows:

Chairman Chris Craft	AYE
Vice-Chairman Joseph Smith	AYE
Commissioner Paula A. Lewis	AYE
Commissioner Charles Grande	AYE
Commissioner Doug Coward	AYE

PASSED AND DULY ADOPTED this 20th Day of March, 2007.

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY

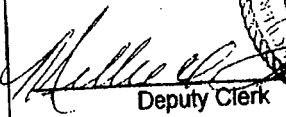

Chairman

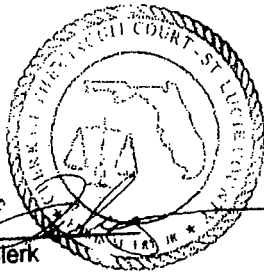
APPROVED AS TO FORM
AND CORRECTNESS

BY


County Attorney

ATTEST:


Deputy Clerk



lap
H:\WORD\PLANNING\Dickerson 25th Street\DFI MajorrStePlanRES.doc

File No: MJSP-06-009
March 20, 2007

Resolution No. 07-019
Page 4

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Exhibit A

Certificate of Capacity



CERTIFICATE OF CAPACITY

2300 Virginia Avenue
Ft. Pierce, FL 34982
(772)-462-2822

Date: 3/21/2007

Certificate No. 2602

This document certifies that concurrency will be met and that adequate public facility capacity exists to maintain the standards for levels of service as adopted in the St Lucie County Comprehensive Plan for:

1. Type of development 220,596 SF Industrial

Number of units 0 Number of square feet 220596

2. Property legal description & Tax ID no.

230241100010002

West side of Kings Highway, N. of Orange Ave

King's Center

(King's Center)

3. Approval: Building Permit

Resolution No. 07-019

Letter

4. Subject to the following conditions for concurrency:

See DVA# 07-001.

Owner's name

Incom Properties 31 Inc

Address

1975 Sansbury Way

West Palm Beach FL 33411

6. Certificate Expiration Date 3/19/2009

This Certificate of Capacity is transferable only to subsequent owners of the same parcel, and is subject to the same terms, conditions and expiration date listed herein. The expiration date can be extended only under the same terms and conditions as the underlying development order issued with this certificate, or for subsequent development order(s) issued for the same property, use and size as described herein.

BOB NIX

Signed

Bob Nix

Date: 3/21/2007

Growth Management Director:
St Lucie County, Florida

ANDREW RIDDLE

Signed

Andrew Riddle

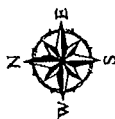
Date: 3/21/2007

Concurrency Review by:

Wednesday, March 21, 2007

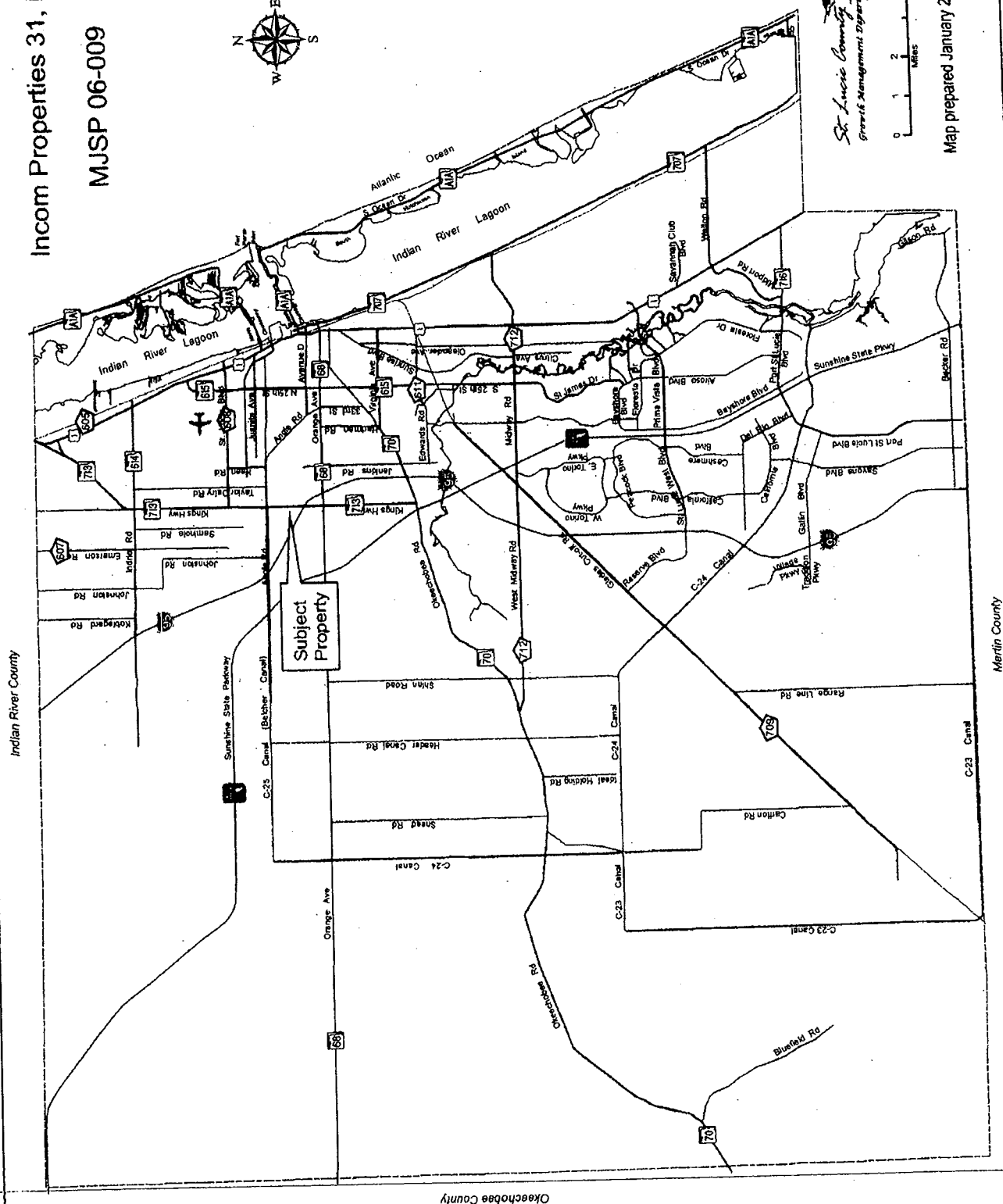
Page 1 of 1

MJSP 06-009



St. Lucie County
Forest Management Department

Map prepared January 29, 2007



A petition of Incom Properties 31, Inc. - A Resolution Granting Major Site Plan Approval for the project to be known as King's Center in the IL (Industrial, Light) Zoning District and Development Agreement between Board of County Commissioners of St. Lucie County, Florida and Incom Properties, King's Center.



MJSP 06-009

Legend



Subject property

St. Lucie County
Growth Management Department

Map prepared January 26, 2007



Public Hearing Notice
Tuesday, March 1, 2011
FIRST OF TWO PUBLIC HEARINGS
FOR DEVELOPMENT AGREEMENT REVOCATION

Meeting Time:
6:00 PM (or soon thereafter)

John Doe
2300 Virginia Ave
Fort Pierce, FL 34950

Location:
BOCC Chambers
SLC Administration Annex,
2300 Virginia Avenue,
Fort Pierce, FL 34982

Applicant
Board of County Commissioners
2300 Virginia Avenue
Fort Pierce, FL 34982

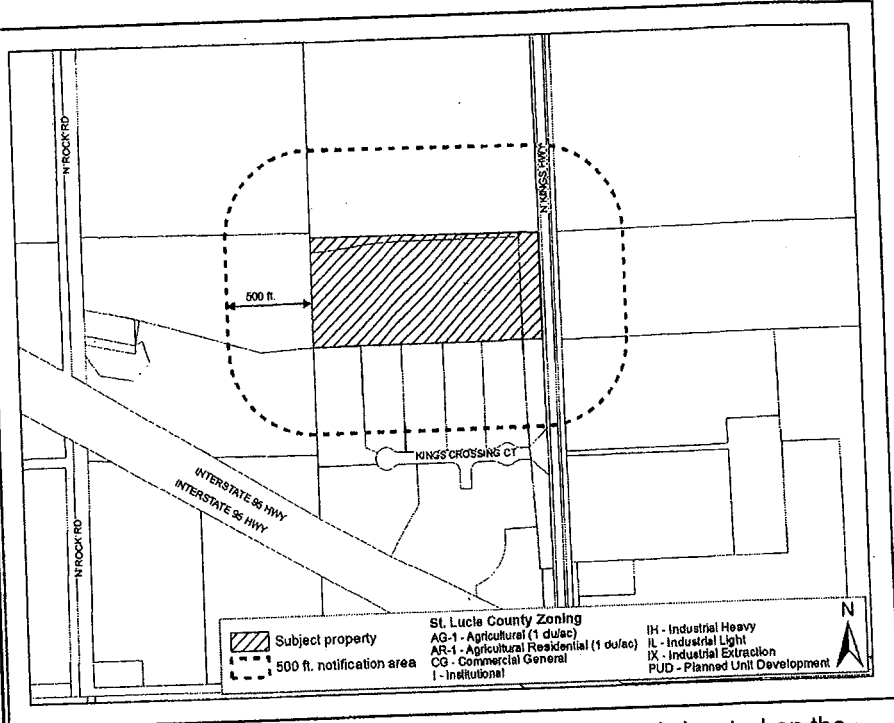
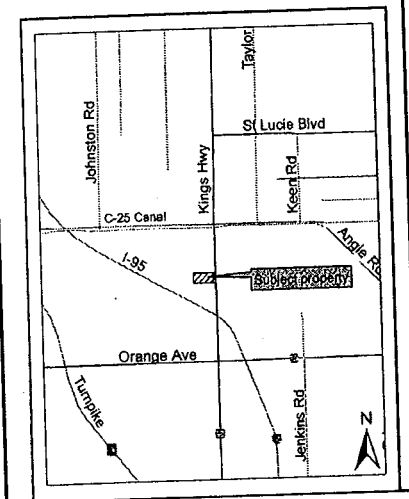
Property Owner
Mr. Peter Ingraldi
Incom Properties KCCP, Inc.
855 S. Kings Highway
Fort Pierce, FL 34945

File Number
BCC120091958

Future Land Use
IND (Industrial)

Zoning
IL (Industrial, Light)

Staff Recommendation
Board authorization to approve
Resolution No. 11-005 to revoke
Development Agreement (DVA 07-
001) on the subject property.



Property Location: King's Center Industrial Warehouse is located on the west side of Kings Highway, approximately 1/2 mile north of Orange Avenue.

Public Hearing Description

The first of two public hearings for the revocation of development agreement between Incom Properties and St. Lucie County for the project known as King's Center.

Background

In 2007 Incom Properties, Inc. entered into a development agreement with St. Lucie County to allow the developer to mitigate for traffic impacts. To date, the developer has failed to comply with the terms of the agreement, and it appears that the developer no longer has the capacity to fulfill the requirements. Staff is therefore recommending the agreement be revoked. To revoke the agreement, the Board of County Commissioners must conduct two public hearings at which the developer may demonstrate good faith compliance with the terms of the

agreement. If the Board determines that the developer has not complied with the terms and conditions of the development agreement, the Board may modify or revoke the agreement.

The Board of County Commissioners strongly encourages your input and comment at the public hearing. You may also mail or email written comments in advance of the public hearing for inclusion in the official record regarding this proceeding.

Further details are available in the Planning and Development Services Department, please contact:

Staff Linda Pendarvis
Tel 772.462.1562
Email pendarvisl@stlucieco.org
Mail 2300 Virginia Avenue
Fort Pierce, FL 34982

FILE NUMBER: BCC-120091958

LEGAL DESCRIPTION:

SECTION 2, TOWNSHIP 35 SOUTH, RANGE 39 EAST, NORTH ½ OF THE NORTHEAST ¼ OF THE SOUTH-EAST ¼, LESS EAST 39 FEET FOR ROAD AND CANAL RIGHTS-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 222, PAGE 1569, OF THE PUBLIC RECORDS OF ST. LUCIE, COUNTY, FLORIDA

(Property Tax ID#: 2302-411-0001-000/2, 2302-411-0003-000/6 & 2302-411-0002-000/9)

ParcelID	Owner1 Lname	Owner1 Fname	Owner2 Lname	Owner2 Fname	Address	City	State	Zip
230123100010007	Haywards Heath Invest Of Fl Inc				1805 Sand Dollar Way	Vero Beach	FL	32963
230241100020009	Incom Properties KCCP Inc				855 S Kings Hwy	Fort Pierce	FL	34945
230280000080005	Kelly Tractor Co				8255 NW 58th St	Miami	FL	33166-3406
230280000020003	Kings Crossing Park Comm POA				8255 NW 58th St	Miami	FL	34947
230214100010004	Kraft Gardens Inc				1555 N Kings Hwy	Fort Pierce	FL	34945-4511
230113200150004	NSLWCD				14666 Orange Ave	Fort Pierce	FL	33140
230131100150003	Premier Business Park LLC				P O Box 402847	Miami Beach	FL	30301-0647
230132300010009	Roll Incorporated				PO Box 647	Atlanta	GA	34236
230213100010003	Stratland/Port St Lucie LLC				1520 Ringling Blvd	Sarasota	FL	

APO listing (within 500 ft) for Kings Center, an Incom Property, BCC-120091958, recinding DVA-07-001
Queried from Property Appraiser data as of January 26, 2011. List prepared February 9, 2011.

ParcelID	Owner1 Lname	Owner1 Fname	Owner2 Lname	Owner2 Fname	Address	City	State	Zip
230213100010003	Stratland/Port St Lucie LLC				1520 Ringling Blvd	Sarasota	FL	34236
230113200150004	NSLWCD				14666 Orange Ave	Fort Pierce	FL	34945-4511
230132300010009	RoI Incorporated				PO Box 647	Atlanta	GA	30301-0647
230131100150003	Premier Business Park LLC				P O Box 402847	Miami Beach	FL	33140
230123100010007	Haywards Heath Invest Of Fl Inc				1805 Sand Dollar Way	Vero Beach	FL	32963
230213300010009	Stratland/Port St Lucie LLC				1520 Ringling Blvd	Sarasota	FL	34236
230214100010004	Kraft Gardens Inc				1555 N Kings Hwy	Fort Pierce	FL	34947
230241100020009	Incom Properties KCCP Inc				855 S Kings Hwy	Fort Pierce	FL	34945
230242100010106	Stratland/Port St Lucie LLC				1520 Ringling Blvd	Sarasota	FL	34236
100000000000000	ROW				N/A			
230241100030006	Incom Properties KCCP Inc				855 S Kings Hwy	Fort Pierce	FL	34945
230241100010002	Incom Properties KCCP Inc				855 S Kings Hwy	Fort Pierce	FL	34945
230280000060001	St Lucie County				2300 Virginia Ave	Fort Pierce	FL	34982-5632
230280000080005	Kelly Tractor Co				8255 NW 58th St	Miami	FL	33166-3406
230280000090002	Kelly Tractor Co				8255 NW 58th St	Miami	FL	33166-3406
230280000100002	Kelly Tractor Co				8255 NW 58th St	Miami	FL	33166-3406
230280000070008	Kelly Tractor Co				8255 NW 58th St	Miami	FL	33166-3406
230280000020003	Kings Crossing Park Comm POA				8255 NW 58th St	Miami	FL	33166-3406

ADDITIONAL MAILING LIST:

- 1. Grand Bank & Trust Company
2055 Palm Beach Lakes Blvd.**

West Palm Beach, FL 33409

**[No Registered Agent – shows up as
"none" on state website]**

- 2. Lydian Private Bank
180 Royal Palm Way**

Palm Beach, FL 33480

Lydian - Registered Agent:

Christopher T. Boldman

3801 PGA Boulevard, Suite 700

Palm Beach Gardens, FL 33410

- 3. BankAtlantic
2100 West Cypress Creek Road**

Fort Lauderdale, FL 33309

BankAtlantic Registered Agent:

Doquyen T. Nguyen

2100 West Cypress Creek Road

Fort Lauderdale, FL 33309

- 4. Richard J. Zaden, Esquire
Seiler, Sautter, Zaden, Rimes & Weir**

2850 North Andrews Avenue

Wilton Manors, FL 33311

- 5. Jeffrey M. Garber, Esquire
515 North Flagler Drive, 18th Floor
West Palm Beach, FL 33401**

- 6. Garry M. Glickman, Esquire
1601 Forum Place, Suite 1101
West Palm Beach, FL 33401**

- 7. Gene D. Lipscher, Esq
824 West Indiantown Road, Suite 102
Jupiter, FL 33458**

ST. LUCIE COUNTY BOARD OF COUNTY COMMISSIONERS PUBLIC HEARING AGENDA

March 1, 2011

FIRST OF TWO PUBLIC HEARINGS NOTICE OF DEVELOPMENT AGREEMENT REVOCATION

The St. Lucie County Board of County Commissioners proposes to consider the adoption of the following, by resolution:

RESOLUTION NO. 11-005

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. LUCIE COUNTY, FLORIDA, REVOKING A DEVELOPMENT AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF ST. LUCIE COUNTY, FLORIDA AND INCOM PROPERTIES 31, INC. DVA 07-001

The land subject to this Agreement is King's Center, consisting of five industrial warehouses building, the maximum height of which is 50 feet. As adopted, the maximum term of this agreement is 10 years from the effective date of May 13, 2007.

APPLICANT Board of County Commissioners

FILE NUMBER: BCC-120081858

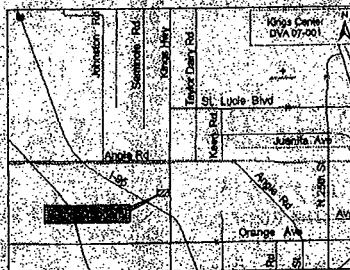
LEGAL DESCRIPTION

SECTION 2, TOWNSHIP 35 SOUTH, RANGE 39 EAST, NORTH 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, LESS EAST 39 FEET FOR ROAD AND CANAL RIGHTS OF WAY AS RECORDED IN OFFICIAL RECORDS BOOK 222, PAGE 1569, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA

(Property Tax IDs: 2302-411-0001-000/2, 2302-411-0003-000/5 & 2302-411-0002-000/9)

LOCATION: King's Center Industrial Warehouse is located on the west side of Kings Highway, approximately 1/4 mile north of Orange Avenue.

Purpose: The revocation of Development Agreement DVA 07-001 between Incom Properties and the Board of County Commissioners of St. Lucie County due to the alleged failure of the developer to comply with the terms of the Agreement.



The PUBLIC HEARING on this item will be held in the Commission Chambers, Roger Poirres Annex, 3rd Floor, St. Lucie County Administration Building, 2300 Virginia Avenue, Fort Pierce, Florida on Tuesday, March 1, 2011, beginning at 6:00 p.m. or as soon thereafter as possible.

All interested persons will be given an opportunity to be heard. Written comments received in advance of the public hearing will also be considered. Written comments to the Board of County Commissioners should be received by the Planning and Development Services Department - Planning Division at least 3 days prior to the scheduled hearing. The petition file is available for review at the Planning and Development Services Department offices located at 2300 Virginia Avenue, 2nd Floor, Fort Pierce, Florida, during regular business hours. Please call 772/462-2822 or TDD 772/462-1428 if you have any questions or require additional information.

The St. Lucie County Board of County Commissioners has the power to review and grant any applications within their area of responsibility.

The proceedings of the Board of County Commissioners are electronically recorded. **PURSUANT TO Section 286.0105, Florida Statutes**, if a person decides to appeal any decision made by the Board of County Commissioners with respect to any matter considered at a meeting or hearing, he or she will need a record of the proceedings. For such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Upon the request of any party to the proceeding, individuals testifying during a hearing will be sworn in. Any party to the proceeding will be granted an opportunity to cross-examine any individual testifying during a hearing upon request. If it becomes necessary a public hearing may be continued from time to time as may be necessary to a date certain.

Anyone with a disability requiring accommodation to attend this meeting should contact the St. Lucie County Community Risk Manager, at least forty-eight (48) hours prior to the meeting at (772) 462-1546 or TDD (772) 462-1428. Any questions about this agenda may be referred to St. Lucie County Planning Division at (772) 462-2822.

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA
/S/ CHRIS CRAFT, CHAIRMAN
PUBLISH DATE: 02/18/2011

ST. LUCIE COUNTY BOARD OF COUNTY COMMISSIONERS
PUBLIC HEARING AGENDA
March 1, 2011

**FIRST OF TWO PUBLIC HEARINGS
NOTICE OF DEVELOPMENT AGREEMENT REVOCATION**

The St. Lucie County Board of County Commissioners proposes to consider the adoption of the following, by resolution:

RESOLUTION NO. 11-005

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. LUCIE COUNTY, FLORIDA, REVOKING A DEVELOPMENT AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF ST. LUCIE COUNTY, FLORIDA, AND INCOM PROPERTIES 31, INC., DVA 07-001

The land subject to this Agreement is King's Center, consisting of five industrial warehouse buildings, the maximum height of which is 50 feet. As adopted, the maximum term of this agreement is 10 years from the effective date of May 13, 2007.

APPLICANT: Board of County Commissioners

FILE NUMBER: BCC-120091958

LEGAL DESCRIPTION:

SECTION 2, TOWNSHIP 35 SOUTH, RANGE 39 EAST, NORTH ½ OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼, LESS EAST 39 FEET FOR ROAD AND CANAL RIGHTS-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 222, PAGE 1569, OF THE PUBLIC RECORDS OF ST. LUCIE, COUNTY, FLORIDA

(Property Tax ID#: 2302-411-0001-000/2, 2302-411-0003-000/6 & 2302-411-0002-000/9)

LOCATION: King's Center Industrial Warehouse is located on the west side of Kings Highway, approximately ½ mile north of Orange Avenue.

PURPOSE: The revocation of Development Agreement DVA 07-001 between Incom Properties and the Board of County Commissioners of St. Lucie County due to the alleged failure of the developer to comply with the terms of the Agreement.

(PLACE MAP HERE)

The PUBLIC HEARING on this item will be held in the Commission Chambers, Roger Poitras Annex, 3rd Floor, St. Lucie County Administration Building, 2300 Virginia Avenue, Fort Pierce, Florida on Tuesday, March 1, 2011, beginning at 6:00 p.m. or as soon thereafter as possible.

All interested persons will be given an opportunity to be heard. Written comments received in advance of the public hearing will also be considered. Written comments to the Board of County Commissioners should be received by the Planning and Development Services Department - Planning Division at least 3 days prior to the scheduled hearing. The petition file is available for review at the Planning and Development Services Department offices located at 2300 Virginia Avenue, 2nd Floor, Fort Pierce, Florida, during regular business hours. Please call 772/462-2822 or TDD 772/462-1428 if you have any questions or require additional information.

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Anyone with a disability requiring accommodation to attend this meeting should contact the St. Lucie County Community Risk Manager at least forty-eight (48) hours prior to the meeting at (772)462-1546 or T.D.D. (772)462-1428. Any questions about this agenda may be referred to St. Lucie County Planning Division at (772) 462-2822.

**BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA
/S/ CHRIS CRAFT, CHAIRMAN
PUBLISH DATE: 02/18/2011**

18 pt type for heading

No smaller than 2 column inches wide by 10 inches long

Send Proof to:

St. Lucie County
Planning and Development Services Department
2300 Virginia Avenue
Ft. Pierce, Florida 34982

Phone - (772) 462-1585
Fax - (772) 462-1581

Send Bill to:

St. Lucie County
Planning and Development Services Department
2300 Virginia Avenue
Ft. Pierce, Florida 34982

Phone - (772) 462-1585
Fax - (772) 462-1581



[855 South Kings Highway, Fort Pierce, FL 34945]

January 8, 2010

St Lucie County Board of County Commissioners
2300 Virginia Avenue
Fort Pierce, FL 34982
Attention: County Attorney Dan McIntyre

Dear County Attorney Dan McIntyre,

We hope your holidays were wonderful and you have enjoyed a Happy and Healthy New Year with your family. I would like to thank you again for the time you made available to meet with me on behalf of InCom Properties 31, Inc. regarding the Kings Common and Regions Center projects, as well as InCom Properties KCCP, Inc. regarding Kings Center.

The agenda of our meeting was to discuss the necessary changes to the Developer's Agreements, site plan approvals and approval extensions of our Projects. Please accept this letter as a brief synopsis of our understanding of the December 16, 2009 meeting at the St. Lucie County Commissioners' Offices'. It was discussed that it was necessary to make changes to the Developers' Agreements between St. Lucie County and InCom Properties 31, Inc. (Developer Agreement No.: DVA-06-001) and InCom Properties KCCP, Inc (Developer Agreement No.: DVA-07-001) in order to have favorable results.

It was decided that the path of least resistance to have the Developer's Agreements be equitable and suitable for both the County and our Companies, was to allow certain activities within the agreement to be triggered by events versus the timeframes already set in the agreement.

It was agreed upon by yourself, Commissioner Coward, Commissioner Grande and Commissioner Craft at separate meetings on that day that the changes could be made and at your instruction to submit a detailed formal letter requesting the necessary changes in the two Developers' Agreements, site plans and extensions referenced above in order to begin moving forward.

The needed changes discussed were Traffic concurrency, Impact fees and Credits, the Kings Highway Corridor and the associated projects, the separation of two of the projects from one Developer's Agreements so the projects could each stand on their own, fast track permitting, Solar energy; just to name a few.

Lastly, it was discussed that the final approval of all changes to be outlined in our formal letter would be submitted to the Board of County Commissioners for final approval. All involved at the meetings felt that there should be no resistance to these changes.

At your earliest convenience please acknowledge that our understanding is accurate and that you are in agreement with what has been detailed above, before we undertake the task of outlining the necessary changes and move forward with the submittal of our formal letter as instructed.

Thanking you in advance for your cooperation and help in this matter. We look forward to a positive response to our request.

Respectfully Submitted,

Peter F. Ingraldi

Peter F. Ingraldi
Secretary
InCom Properties 31, Inc.
Director
InCom Properties KCCP, Inc.

Cc: Mark Satterlee
Linda Pendarvis

[800-770-2450] www.incomproperties.com



[855 South Kings Highway, Fort Pierce, FL 34945]

January 8, 2010

St Lucie County Board of County Commissioners
2300 Virginia Avenue
Fort Pierce, FL 34982
Attention: Commissioner Grande

Dear Commissioner Grande,

We hope your holidays were wonderful and you have enjoyed a Happy and Healthy New Year with your family. I would like to thank you again for the time you made available to meet with me on behalf of InCom Properties 31, Inc. regarding the Kings Common and Regions Center projects, as well as InCom Properties KCCP, Inc. regarding Kings Center.

The agenda of our meeting was to discuss the necessary changes to the Developer's Agreements, site plan approvals and approval extensions of our Projects. Please accept this letter as a brief synopsis of our understanding of the December 16, 2009 meeting at the St. Lucie County Commissioners' Offices'. It was discussed that it was necessary to make changes to the Developers' Agreements between St. Lucie County and InCom Properties 31, Inc. (Developer Agreement No.: DVA-06-001) and InCom Properties KCCP, Inc (Developer Agreement No.: DVA-07-001) in order to have favorable results.

It was decided that the path of least resistance to have the Developer's Agreements be equitable and suitable for both the County and our Companies, was to allow certain activities within the agreement to be triggered by events versus the timeframes already set in the agreement.

It was agreed upon by you, Commissioner Coward and Commissioner Craft at separate meetings on that day, that the changes could be made and at the instruction of County Attorney Dan McIntyre to submit a detailed formal letter requesting the necessary changes in the two Developers' Agreements, site plans and extensions referenced above in order to begin moving forward.

The needed changes discussed were Traffic concurrency, Impact fees and Credits, the Kings Highway Corridor and the associated projects, the separation of two of the projects from one Developer's Agreements so the projects could each stand on their own, fast track permitting, Solar energy; just to name a few.

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Thanking you in advance for your cooperation and help in this matter. We look forward to a positive response to our request.

Respectfully Submitted,

Peter F. Ingraldi

Peter F. Ingraldi
Secretary
InCom Properties 31, Inc.
Director
InCom Properties KCCP, Inc.

Cc: Mark Satterlee
Linda Pendarvis

[800-770-2450] www.incomproperties.com



[855 South Kings Highway, Fort Pierce, FL 34945]

January 8, 2010

St Lucie County Board of County Commissioners
2300 Virginia Avenue
Fort Pierce, FL 34982
Attention: Commissioner Coward

Dear Commissioner Coward,

We hope your holidays were wonderful and you have enjoyed a Happy and Healthy New Year with your family. I would like to thank you again for the time you made available to meet with me on behalf of InCom Properties 31, Inc. regarding the Kings Common and Regions Center projects, as well as InCom Properties KCCP, Inc. regarding Kings Center.

The agenda of our meeting was to discuss the necessary changes to the Developer's Agreements, site plan approvals and approval extensions of our Projects. Please accept this letter as a brief synopsis of our understanding of the December 16, 2009 meeting at the St. Lucie County Commissioners' Offices'. It was discussed that it was necessary to make changes to the Developers' Agreements between St. Lucie County and InCom Properties 31, Inc. (Developer Agreement No.: DVA-06-001) and InCom Properties KCCP, Inc (Developer Agreement No.: DVA-07-001) in order to have favorable results.

It was decided that the path of least resistance to have the Developer's Agreements be equitable and suitable for both the County and our Companies, was to allow certain activities within the agreement to be triggered by events versus the timeframes already set in the agreement.

It was agreed upon by you, Commissioner Craft, and Commissioner Grande at separate meetings on that day, that the changes could be made and at the instruction of County Attorney Dan McIntyre to submit a detailed formal letter requesting the necessary changes in the two Developers' Agreements, site plans and extensions referenced above in order to begin moving forward.

The needed changes discussed were Traffic concurrency, Impact fees and Credits, the Kings Highway Corridor and the associated projects, the separation of two of the projects from one Developer's Agreements so the projects could each stand on their own, fast track permitting, Solar energy; just to name a few.

Lastly, it was discussed that the final approval of all changes to be outlined in our formal letter would be submitted to the Board of County Commissioners for final approval. All involved at the meetings felt that there should be no resistance to these changes.

At your earliest convenience please acknowledge that our understanding is accurate and that you are in agreement with what has been detailed above, before we undertake the task of outlining the necessary changes and move forward with the submittal of our formal letter as instructed.

Thanking your in advance fro your cooperation and help in this matter. We look forward to a positive response to our request.

Respectfully Submitted,

Peter F. Ingraldi

Peter F. Ingraldi
Secretary
InCom Properties 31, Inc.
Director
InCom Properties KCCP, Inc.

Cc: Mark Satterlee
Linda Pendarvis

[800-770-2450] www.incomproperties.com



[855 South Kings Highway, Fort Pierce, FL 34945]

January 8, 2010

St Lucie County Board of County Commissioners
2300 Virginia Avenue
Fort Pierce, FL 34982
Attention: Commissioner Craft,

Dear Commissioner Craft,

We hope your holidays were wonderful and you have enjoyed a Happy and Healthy New Year with your family. I would like to thank you again for the time you made available to meet with me on behalf of InCom Properties 31, Inc. regarding the Kings Common and Regions Center projects, as well as InCom Properties KCCP, Inc. regarding Kings Center.

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Peter F. Ingraldi

Peter F. Ingraldi
Secretary
InCom Properties 31, Inc.
Director
InCom Properties KCCP, Inc.

Cc: Mark Satterlee
Linda Pendarvis

[800-770-2450] www.incomproperties.com

BOARD OF
COUNTY
COMMISSIONERS



COUNTY
ATTORNEY

Daniel S. McIntyre

Heather Young
Katherine Mackenzie-Smith
Heather Sperrazza Lueke

ASSISTANT COUNTY ATTORNEY
ASSISTANT COUNTY ATTORNEY
ASSISTANT COUNTY ATTORNEY

February 24, 2010

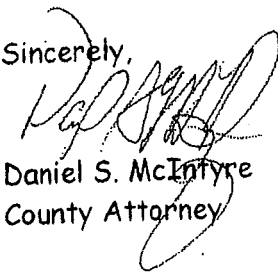
Mr. Peter F. Ingraldi
InCom Properties 31, Inc.
855 South Kings Highway
Fort Pierce, FL 34945

RE: InCom Properties DVA

Dear Mr. Ingraldi:

My recollection of our meeting with Commissioner Coward is that you agreed to submit proposed changes to the developer agreement to County staff. If my recollection is accurate, please forward your proposed changes as soon as possible.

Sincerely,


Daniel S. McIntyre
County Attorney

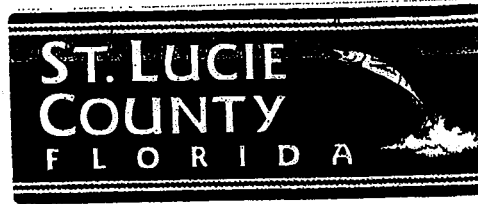
DSM/caj

Copy to:

Growth Management Director
Planner 3 - Pendarvis
County Surveyor

RECEIVED BY
FEB 25 2010

**BOARD OF
COUNTY
COMMISSIONERS**



**COUNTY
ATTORNEY**

Daniel S. McIntyre

Heather Young
Katherine Mackenzie-Smith
Heather Sperrazza Lueke

ASSISTANT COUNTY ATTORNEY
ASSISTANT COUNTY ATTORNEY
ASSISTANT COUNTY ATTORNEY

March 29, 2010

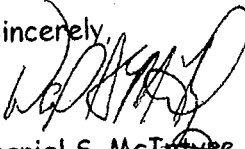
Mr. Peter F. Ingraldi
InCom Properties 31, Inc.
855 South Kings Highway
Fort Pierce, FL 34945

RE: InCom Properties DVA

Dear Mr. Ingraldi:

As mentioned in my letter of February 24, 2010, my recollection of our meeting with Commissioner Coward was that you would submit proposed changes to the developer agreement to County staff. If my recollection is accurate, please forward your proposed changes as soon as possible.

Sincerely,


Daniel S. McIntyre
County Attorney

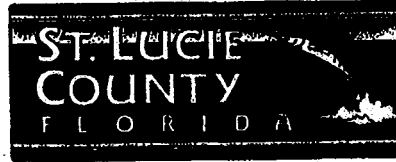
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Copy to:

Growth Management Director
Planner 3 - Pendarvis
County Surveyor

MAR 10 2010

**BOARD OF
COUNTY
COMMISSIONERS**



**PLANNING & DEVELOPMENT
SERVICES DEPARTMENT
PLANNING DIVISION**

August 11, 2010

Return Receipt: 91 7108 2133 3935 7809 1543

Mr. Peter Ingraldi
Incom Properties 31 Incorporated
855 S. Kings Hwy
Fort Pierce, FL 34945

RE: Incom Properties 31, Inc. DVA 07-001
Kings Center Major Site Plan

Dear Mr. Ingraldi:

Please accept this correspondence as notification that the County will be initiating revocation of the above referenced Developer Agreements. The County has determined that you as the developer has failed to meet the terms of this agreement as of the date of this letter.

The Kings Center Developer's Agreement No. 07-001 effective date is May 13, 2007. In accordance with said Developers Agreement, Paragraph 7(g) states that the developer shall complete items identified in paragraph 2, 3, and 4 within 180 days of the adoption date of King's Center Resolution No. 07-019.

If the items identified in Paragraph 2, 3, and 4 have not been completed the Certificate of Capacity for King's Center Major Site Plan shall expire within 180 days of the adopted date of King's Center Resolution No. 07-019. Subsequently, the Certificate of Capacity for King's Center Major Site Plan expired on 9/20/2007.

Paragraph 2 – On March 20, 2007, the Board of County Commissioners granted Major Site Plan approval for the project known as King's Center. Subsequently, the developer was obligated to deliver to the County funds in the amount of \$81,803.00 in cash, prior to 9/20/2007.

Paragraph 3 – The impact fee credits for the contribution of right-of-way to apply to King's Center Major Site Plan shall be applied towards the total cost of mitigation.

Paragraph 4 – The Developer agrees to provide a final site plan to the Board in accordance with provisions 2c of the Agreement.

CHRIS DZADOVSKY, District No. 1 • DOUG COWARD, District No. 2 • PAULA A. LEWIS, District No. 3 • CHARLES GRANDE, District No. 4 • CHRIS CRAFT, District No. 5
County Administrator – Faye W. Outlaw, MPA Website: www.stlucieco.gov

2300 Virginia Avenue - Fort Pierce, FL 34982-5652

PLANNING DIVISION - Phone (772) 462-2822 FAX (772) 462-1581

Paragraph 5 of the Agreement requires that the developer dedicate road right-of-way within ninety (90) days from the date of this Agreement. The dedication and conveyance to the Board consisting of 3.079 acres of land for right-of-way purposes as shown on Exhibit B of the Agreement should have been completed by June 20, 2007. As of the date of this letter the County has not received the required documentation as requested in the Agreement.

To our knowledge, none of the above has been accomplished. Over the past year and a half, you have regularly indicated to staff and several Commissioners your desire to revise and amend portions of the agreements. However, to date, you have failed to either implement the requirements of the agreement or initiate the revision process. Early in January, 2010 the Planning and Development Services (PDS) Department received a letter from you outlining an interest to amend the subject agreements. In February the PDS staff requested a meeting with you to discuss amendments to the agreement. Since that time the County Attorney has also sent two letters requesting that you propose the requested changes to the developer agreements and submit to the County staff.

In addition, Planning & Development Services staff has made repeated attempts to contact you and offer assistance. Regrettably the failure to implement the requirements of the agreement or initiate a discussion about amending the developers' agreements has resulted in this letter serving as 30-day notice towards the revocation of the Developer Agreement.

Following 30 days of the date of this letter staff will take the next steps to agenda the revocation of the developer's agreement on the next available Board of County Commission meeting. Per Section 13 of the agreement, two public hearings are necessary for revocation.

If you would like to discuss this matter further, please do not hesitate to contact me at 772.462.2822.

Sincerely,



Mark Satterlee, AICP
Planning and Development Services Director

CC: Board of County Commissioners
Faye Outlaw, County Administrator
LeeAnn Lowery, Asst. County Administrator
Daniel McIntyre, County Attorney
Michael Powley, County Engineer
Michael Brillhart, Economic & Strategic Development Director
Ron Harris, County Surveyor
File

